SECTION II

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SOLICITATION: SP0600-00-R-0061

PROGRAM: <u>2A, 2.2C, 2.5A</u>

THE ENCLOSED SOLICITATION COVERS THE PERIOD: APRIL 1, 2000

THROUGH: MARCH 31, 2001

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B14.03 SUPPLIES TO BE OFFERED (DOMESTIC BULK) (DESC MAY 1997)

The maximum and minimum quantities are defined in the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause. Offers of refined product shall be made on the basis of--

- (a) **ORIGIN DELIVERY.** Offers of product on the basis of delivery f.o.b. origin shall be entered on the Origin Offer Cards included in this solicitation in the Offeror Submission Package.
- (b) **DESTINATION DELIVERY.** Offers of product on the basis of delivery f.o.b. destination shall be entered on the <u>Destination</u> Offer Cards included in this solicitation in the Offeror Submission Package.
 - (c) Product requirements, quantities, acceptable modes of delivery, and associated restrictions thereto are as follows:

*****GENERAL SOLICITATION NOTES (Unless stated otherwise, general notes apply to all line items):****

- 1. The following East Gulf Coast and Offshore JP8, JP5, F76, and MUM requirements will escalate with the respective region's Economic Price Adjustment (EPA) formula provided in Clause B19.33 ECONOMIC PRICE ADJUSTMENT PUBLISHED MARKET PRICE. Offerors should specify the respective commodity EPA escalator(s) to which their offer price is tied. FOB Origin offers will be evaluated solely to those EPA escalators so specified.
- 2. The ordering period is the date of award through March 31, 2001 See Clause F1.08, DELIVERY AND CONTRACT PERIODS. Note that tank truck offers will be evaluated based on a 260-day delivery period See Clause F1.08.100, DELIVERY AND CONTRACT PERIODS.
- 3. ADDITIVES: Schedule identifies additive requirements for the indicated receipt mode for product offered on a FOB Origin basis. Any product being offered via common carrier pipeline shall not contain FSII unless specified otherwise. Product offered on a FOB Destination basis to an end user by any receipt mode is required to have all additives required by the product specification. The product specification also identifies the additive levels required in product.
- 4. Line items for which a portion is set-aside for Small Businesses are identified by the volume denoted after the "SA Quantity" note. Quantities reserved as 8(A) Reservations are identified by the volume denoted after the "8A Quantity" note. The quantity set-aside appears under the activity location name, on the Quantity line, of the line item. This quantity is a portion of the total requirement stated for that line item and not in addition thereto.
- 5. Origin Offer Cards must be used for FOB Origin offers. Destination Offer Cards must be used for FOB Destination offers. Offer cards are included in the OFFER SUBMISSION PACKAGE.
- 6. Unless otherwise stated for the given modes of transportation under each line item, the receipt percentage (%) will be 100%.
- 7. Asterisks denote the following:
 - ** WITH THROUGHPUT TERMINAL NOTE: End user can be supplied through a terminal.
 - *** ANNOTATED AFTER QUANTITY: End user cannot be supplied through a terminal.
- 8. Destination Tanker/Ocean-going Barge offers are not acceptable. The definition of ocean-going {barge/tanker} is traffic via ocean channels which the Government satisfies using vessels provided by Military Sealift Command (MSC), supplemented as needed by spot charters.
- 9. All volumes stated are in U.S. Gallons.

JP8, JP8 2.2A

NSN: 9130-01-031-5816

PURCHASE REQUEST NO. SC0600-99-0112

JP8 REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL SET ASIDE 8(A) RESERVATION NON SET ASIDE

QUANTITY (USG) QUANTITY (USG) QUANTITY (USG)

960,334,000 422,430,000 20,000,000 517,904,000

1. JP8, NSN: 9130-01-031-5816

2. THE TOTAL ESTIMATED JP8 QUANTITY TO BE PURCHASED IS -- 960,334,000

EAST COAST JP8 279,896,000

GULF COAST JP8 680,438,000

SUPPLIES TO BE OFFERED (DOMESTIC BULK) ESCALATOR JP8 East/Gulf Coast

EAST COAST JP8

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0001 UY7327 194144270 **DFSP CARTERET NJ**

QUANTITY 6,550,000 8A QUANTITY 0 SA QUANTITY 0

IN ADDITION ALL QUANTITIES AT DFSP VERONA, DFSP LUDLOW, DFSP NEW HAVEN AND DFSP PORTLAND MAY BE EVALUATED/AWARDED THROUGH DFSP CARTERET.

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL REQUIRED REQUIRED 150,000 BBLS 75,000 BBLS TANKER REOUIRED BARGE REQUIRED REQUIRED 25,000 BBLS 50,000 BBLS NONE NONE REOUIRED 25,000 BBLS 25,000 BBLS PIPE

LINE ITEMDODAACSPLCLOCATIONST0002W8114D192187251NG PICATINNY ARSENALNJ

QUANTITY 50,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CARTERET.

MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0003 FP6322 176526240 ANG STEWART NEWBURGH NY

QUANTITY 5,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CARTERET.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

LINE ITEMDODAACSPLCLOCATIONST0004FP6325179604240ANG SUFFOLK CONY

QUANTITY 1,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CARTERET.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

MODE RECEIPT% FSII SDA CI

TRUCK

LINE ITEM DODAAC SPLC LOCATION
0005 UY7009 181861270 DFSP VERONA
QUANTITY 15,800,000 8A QUANTITY 0 SA QUANTITY 0 ST MODE RECEIPT% FSII SDA CI REOUIRED REOUIRED REOUIRED PIPE <u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0006 W16PPY 183309250 AASF 4 MONROE CO APT NY QUANTITY 130,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP VERONA. MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION ANG HANCOCK FLD QUANTITY 2,100,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP VERONA. MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION ANG SCOTIA APT QUANTITY 2,000,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP VERONA. $\begin{array}{cccc} \underline{\text{MODE}} & \underline{\text{RECEIPT\$}} & \underline{\text{FSII}} & \underline{\text{SDA}} & \underline{\text{CI}} \\ \text{TRUCK} & & \text{REQUIRED} & \text{REQUIRED} & \text{REQUIRED} \end{array}$ LINE ITEM DODAAC SPLC LOCATION
0009 W80CCJ 181105250 FT DRUM WATERTOWN
QUANTITY 4,000,000 8A QUANTITY 0 SA QUANTITY 0 ST ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP VERONA. MODE RECEIPT% FSII SDA CI REOUIRED REOUIRED REOUIRED LINE ITEM DODAAC SPLC LOCATION
0010 W16L64 173327251 NG AASF3 ALBANY
QUANTITY 170,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP VERONA. MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION 0011 FP6670 185175240 NIAGARA FALLS IAP QUANTITY 4,700,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP VERONA.

REOUIRED REOUIRED REOUIRED

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0012
 FP6451
 133782240
 ANG BURLINGTON

 QUANTITY 2,700,000
 8A QUANTITY 0
 SA QUANTITY 0
 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP VERONA.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

LINE ITEM DODAAC SPLC LOCATION
0013 UY7320 148178270 LUDLOW JET LINES
QUANTITY 18,595,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
PIPE REQUIRED RECUIRED RECOURED

THIS TERMINAL RECEIVES VIA PIPELINE FROM DFSP NEW HAVEN, CT (UY7321). THE RECEIPT MODE FOR DFSP NEW HAVEN IS BARGE. THE MAX PARCEL SIZE FOR NEW HAVEN IS 2,100,000 USG.

LINE ITEM DODAAC SPLC LOCATION BRADLEY FLD ANG BASE QUANTITY 2,000,000 8A QUANTITY 0 SA QUANTITY 1,600,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES.

 $\begin{array}{cccc} \underline{\text{MODE}} & \underline{\text{RECEIPT\$}} & \underline{\text{FSII}} & \underline{\text{SDA}} & \underline{\text{CI}} \\ \overline{\text{TRUCK}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} \end{array}$

DLVY HRS: 0730-1600, TUE-FRI.

LINE ITEM DODAAC SPLC LOCATION ST 0015 W11M9P 163143250 NG AASF BRADLEY FIELD CT QUANTITY 280,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES.

MODE RECEIPT% FSII SDA CI

REOUIRED REOUIRED REOUIRED TRUCK

LINE ITEM DODAAC SPLC LOCATION ST OO16 EY9130 163230000 PRATT & WHITNEY E. HART CT QUANTITY 1,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES.

MODE RECEIPT% FSII SDA CI

REOUIRED REQUIRED REQUIRED TRUCK

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES.

MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQ REQUIRED REQUIRED REQUIRED

DLVY HRS: 0730-1630, TUE-FRI.

LINE ITEM DODAAC SPLC LOCATION 0018 W13A8L 144546250 CAMP EDWARDS QUANTITY 150,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED TRUCK

LINE ITEM DODAAC SPLC LOCATION 0019 W13PBR 141260250 CSMC FT DEVENS QUANTITY 30,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES.

MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED

\[\frac{\text{LINE ITEM}}{0020} \] \[\frac{\text{DODAAC}}{\text{W90DDH}} \] \[\frac{\text{SPLC}}{143310000} \] \[\text{OMS} \] \[\frac{\text{LOCATION}}{\text{#18, QUINCY}} \] \[\text{MAQUANTITY} \] \[12,000 \] \[\text{8A QUANTITY} \] \[0 \] \[\text{SA QUANTITY} \] \[0 \] \[\text{N END USER CAN BE SUPPLIED THROUGH} \]

TERMINAL LUDLOW JET LINES.

MODE RECEIPT* FSII SDA CI MAX PARCEL TRUCK REQUIRED REQUIRED REQUIRED 4,000 GALS

 LINE ITEM
 DODAAC
 SPLC
 LOCATION
 ST

 0021
 W90ALR
 148350000
 OMS #2, WESTFIELD
 MA

 QUANTITY 18,000
 8A QUANTITY 0
 SA QUANTITY 0
 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES.

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL TRUCK REQUIRED REQUIRED REQUIRED 6,500 GALS

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES.

MODE RECEIPT* FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED

 LINE ITEM
 DODAAC
 SPLC
 LOCATION
 ST

 0023
 W813A4
 145460000
 OMS #3, WORCESTER
 MA

 QUANTITY 17,000
 8A QUANTITY 0
 SA QUANTITY 0
 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES.

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL

REQUIRED REQUIRED REQUIRED 4,000 GALS TRUCK

LINE ITEM DODAAC SPLC LOCATION
0024 W13XE5 141120000 OMS #16, READING
QUANTITY 25,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

 LINE ITEM
 DODAAC
 SPLC
 LOCATION
 ST

 0025
 W81W6T
 141640000
 OMS #7, FRAMINGHAM
 MA

 QUANTITY 22,000
 8A QUANTITY 0
 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED TRUCK

LINE ITEM DODAAC SPLC LOCATION ST MA QUANTITY 29,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES. $\frac{\texttt{MODE}}{\texttt{TRUCK}} \qquad \frac{\texttt{RECEIPT\$}}{\texttt{REQUIRED}} \qquad \frac{\texttt{SDA}}{\texttt{REQUIRED}} \qquad \frac{\texttt{CI}}{\texttt{REQUIRED}} \qquad \frac{\texttt{MAX PARCEL}}{\texttt{4,000 GALS}} \qquad \frac{\texttt{MIN PARCEL}}{\texttt{MIN PARCEL}}$ LINE ITEM DODAAC SPLC LOCATION ST 0027 W13XD2 142000016 OMS #1, DORCHESTER MA QUANTITY 8,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES. MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED TRUCK
 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0028
 FP6202
 144546240
 OTIS AFB ANG

 QUANTITY 6,100,000
 8A QUANTITY 0
 SA QUANTITY 4,270,000
 ** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES. MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION 0029 FP6606 148232240 WESTOVER AFB QUANTITY 5,000,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES. PL originates at Jet Lines, Ludlow MA.
 LINE ITEM
 DODAAC
 SPLC
 LOCATION
 ST

 0030
 W14N9K
 125240251
 ARNG CONCORD AASF
 NH

 QUANTITY 75,000
 8A QUANTITY 0
 SA QUANTITY 0
 ** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES. MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION
0031 FP6391 155107240 QUONSET STATE APT
QUANTITY 1,700,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL LUDLOW JET LINES. MODE RECEIPT% FSII SDA CI REOUIRED REOUIRED REOUIRED TRIICK <u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> 0032 UY7319 119370270 **DFSP PORTLAND** 0032 UY7319 119370270 DFSF FORTING
QUANTITY 28,621,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT* FSII SDA CI MAX PARCEL
TANKER REQUIRED REQUIRED REQUIRED 85,000 BBLS
BARGE REQUIRED REQUIRED 85,000 BBLS

SP0600-00-R-0061

LINE ITEM DODAAC SPLC LOCATION ANG BANGOR IAP QUANTITY 11,500,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND. MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION (M12L3S 118110251 CSMS, CAMP KEYS, AUGUSTA QUANTITY 44,000 8A QUANTITY 0 SA QUANTITY 0 ST ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND. MODE RECEIPT% FSII SDA CI REOUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION 119212290 NAS BRUNSWICK QUANTITY 10,000,000 8A QUANTITY 0 SA QUANTITY 0 ST ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND. MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED QUANTITY 22,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND. MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQ REQUIRED REQUIRED REQUIRED Delivery volume will be less than a full truck load. MF. ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND. $\begin{array}{cccc} \underline{\text{MODE}} & \underline{\text{RECEIPT\$}} & \underline{\text{FSII}} & \underline{\text{SDA}} & \underline{\text{CI}} \\ \overline{\text{TRUCK}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} \end{array}$ LINE ITEM DODAAC SPLC LOCATION OMS #5, CARIBOU QUANTITY 12,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND. MODE RECEIPT% FSII SDA CI TRUCK REOUIRED REOUIRED REOUIRED LINE ITEM DODAAC SPLC LOCATION OMS #2, UTES 31, AUBURN QUANTITY 11,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND. MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQ REQUIRED REQUIRED REQUIRED DELIVERY VOLUME WILL BE LESS THAN A FULL TRUCK LOAD.

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0040
 FP6291
 127125240
 PEASE AFB

 QUANTITY 6,000,000
 8A QUANTITY 0
 SA QUANTITY 3,600,000
 ST NH

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

LINE ITEM DODAAC SPLC LOCATION ST 0041 UY7300 234000270 DFSP BALTIMORE MD QUANTITY 7,110,000 8A QUANTITY 0 SA QUANTITY 0 MODE RECEIPT* FSII SDA CI MAX PARCEL MIN PARCEL

REQUIRED REQUIRED REQUIRED BARGE

NONE NONE REQUIRED PIPE

IN ADDITION, ALL QUANTITIES AT DFSP PORT MAHON MAY BE EVALUATED/AWARDED THROUGH DFSP BALTIMORE. THE MINIMUM THROUGHPUT QUANTITY FOR DFSP BALTIMORE

IS 33,600,000 USG.

LINE ITEM DODAAC SPLC LOCATION
0042 W23HYY 231478250 ABERDEEN PRVG GRND
QUANTITY 300,000 8A QUANTITY 0 SA QUANTITY 0 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE.

MODE

 $\frac{\texttt{RECEIPT\$}}{\texttt{REQUIRED}} \quad \frac{\texttt{SDA}}{\texttt{REQUIRED}} \quad \frac{\texttt{CI}}{\texttt{REQUIRED}}$ TRUCK

LINE ITEM DODAAC SPLC LOCATION APT BALTIMOR QUANTITY 3,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE.

MODE RECEIPT% FSII SDA CI

REOUIRED REOUIRED REOUIRED TRUCK

DLVY HRS: 0630-1700, TUE-SAT.

LINE ITEM DODAAC SPLC LOCATION AND W23N1F 231582251 ARNG WEIDE AAF EDGEWOOD QUANTITY 160,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE.

MODE RECEIPT% FSII SDA CI

REOUIRED REOUIRED REOUIRED

LINE ITEM DODAAC SPLC LOCATION 0045 N00421 239745290 NAS PATUXENT RIV QUANTITY 1,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE.

RECEIPT% FSII SDA CI MODE

REQUIRED REQUIRED REQUIRED TRUCK

 LINE ITEM
 DODAAC
 SPLC
 LOCATION
 ST

 0046
 W26VZG
 250663250
 USAEC & FB, FT BELVOIR
 VA

 QUANTITY 650,000
 8A QUANTITY 0
 SA QUANTITY 0
 SA QUANTITY 0
 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

LINE ITEM DODAAC SPLC LOCATION ANG MARTINSBURG MAP QUANTITY 2,000,000 8A QUANTITY 0 SA QUANTITY 0 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BALTIMORE.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

LINE ITEM DODAAC SPLC LOCATION ST 0048 UY7007 222114270 DFSP PORT MAHON DE QUANTITY 52,000,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT* FSII SDA CI MAX PARCEL MIN PARCEL PROMISE DEPONDED DEP

REQUIRED REQUIRED T3,500 BBLS BARGE

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0049
 FP4497
 222115240
 DOVER AFB

 QUANTITY 52,000,000
 8A QUANTITY 0
 SA QUANTITY 15,600,000
 DE

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORT MAHON.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED

PL ORIGINATES AT DFSP PORT MAHON.

REQUIRED REQUIRED REQUIRED TRIICK

LINE ITEM DODAAC SPLC LOCATION
0050 N69239 256755290 **DFSP YORKTOWN**QUANTITY 25,085,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT* FSII SDA CI
TANKER DEGULDED RECUIDED RECUIDED

TANKER REQUIRED REQUIRED REQUIRED BARGE REQUIRED REQUIRED REQUIRED NONE NONE REQUIRED PIPE

IN ADDITION, ALL QUANTITIES AT DFSP ANACOSTIA AND DFSP JACKSONVILLE MAY BE

EVALUATED/AWARDED THROUGH DFSP YORKTOWN.

LINE ITEM DODAAC SPLC LOCATION 0051 W81UAT 256800250A 159TH AVN REGIMENT QUANTITY 25,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> 0052 W26L8H 257318251 AASF BYRD IAP QUANTITY 250,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED TRUCK

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0053
 W813J2
 252950250
 FT AP HILL

 QUANTITY 160,000
 8A QUANTITY 0
 SA QUANTITY 0
 LOCATION

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN.

MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0055
 W26LFB
 262341250
 FT LEE

 QUANTITY 25,000
 8A QUANTITY 0
 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

LINE ITEM
0056DODAAC
FP4800SPLC
256900240LOCATION
LANGLEY AFB ST VΑ

QUANTITY 20,000,000 8A QUANTITY 0 SA QUANTITY 6,000,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN.

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL

REQUIRED REQUIRED T4,000 BBLS BARGE

TRUCK REQUIRED REQUIRED REQUIRED

LINE ITEM DODAAC SPLC LOCATION 0057 M00262 251775280 MCAF QUANTICO QUANTITY 1,400,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN.

LINE ITEM DODAAC SPLC LOCATION 0058 W90MH2 262959252 MTC, FORT PICKETT QUANTITY 75,000 8A QUANTITY 0 SA QUANTITY 0 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN.

MODE RECEIPT% FSII SDA CI

REOUIRED REOUIRED REOUIRED

LINE ITEM DODAAC SPLC LOCATION TO THE PROPERTY OF THE PROPERTY

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP YORKTOWN.

MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQ REQUIRED REQUIRED REQUIRED

Dlvy hrs: 0700-1600, Tue-Fri.

 DODAAC
 SPLC
 LOCATION

 UY7061
 240000270
 DFSP ANACOSTIA
 LINE ITEM 0060

QUANTITY 35,000,000 8A QUANTITY 0 SA QUANTITY 0

PIPELINE ORIGINATES AT ST SERVICES.

MODE

RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED BARGE

LINE ITEM DODAAC SPLC LOCATION O061 FP4425 237740240 ANDREWS AFB QUANTITY 35,000,000 8A QUANTITY 0 SA QUANTITY 14,000,000 ST MD ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ANACOSTIA. MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED PIPELINE ORIGINATES AT ST SERVICES (ANACOSTIA). REOUIRED REOUIRED REOUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION
0062 UY7003 197269270 DFSP JACKSONVILLE
QUANTITY 91,135,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
RAPGE ST ŊJ BARGE REQUIRED REQUIRED REQUIRED LINE ITEM
0063DODAAC
W21LRZSPLC
221099250LOCATION
AASF GTR WILMINGTONQUANTITY230,0008A QUANTITY 0SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE. MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION
0064 FP6081 221099240 ANG GTR WILMINGTON
QUANTITY 1,600,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE. $\begin{array}{ccccc} \underline{\text{MODE}} & \underline{\text{RECEIPT\$}} & \underline{\text{FSII}} & \underline{\text{SDA}} & \underline{\text{CI}} \\ \overline{\text{TRUCK}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} \end{array}$ LINE ITEM DODAAC SPLC LOCATION O065 FP6303 199170240 ANG ATLANTIC CITY QUANTITY 3,700,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE. MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION MCGUIRE AFB QUANTITY 64,000,000 8A QUANTITY 0 SA QUANTITY 19,200,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE. MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED PL ORIGINATES AT DFSP JACKSONVILLE, NJ. REQUIRED REQUIRED REQUIRED ST ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE. MODE RECEIPT% FSII SDA CI PIPE REQUIRED REQUIRED REC REQUIRED REQUIRED REQUIRED REQUIRED TT DLVY HOURS: 0700-1600, MON-THUR.

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> 196212290 NAWC LAKEHURST QUANTITY 335,000 8A QUANTITY 0 SA QUANTITY 0 ST ŊJ

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> <u>0069</u> W15MCH 194573250 NG AASF #1 MERCER CITY NJ QUANTITY 225,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

LINE ITEM DODAAC SPLC LOCATION AFRES WILLOW GROVE QUANTITY 8,600,000 8A QUANTITY 0 SA QUANTITY 0 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE.

MODERECEIPT%FSIISDACITRUCK100%REQUIREDREQUIREDREQUIRED

DLVY HRS: 0800-1500, MON-FRI EXCEPT HOLIDAYS.

LINE ITEM DODAAC SPLC LOCATION ANG HARRISBURG QUANTITY 1,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE.

 $\begin{array}{ccccc} \underline{\text{MODE}} & \underline{\text{RECEIPT\$}} & \underline{\text{FSII}} & \underline{\text{SDA}} & \underline{\text{CI}} \\ \overline{\text{TRUCK}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} \end{array}$

LINE ITEM DODAAC SPLC LOCATION ST 0072 W90P89 206130251 DET 4 TRNG SITE ANNVILLE PA QUANTITY 95,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

LINE ITEM DODAAC SPLC LOCATION 0073 W25KYJ 206130252 NG AASF ANNVILLE

QUANTITY 1,200,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

LINE ITEMS 0075 - 0100 OMITTED FROM RFP SCHEDULE.

GULF COAST JP8

406851270 LINE ITEM DODAAC LOCATION ST UY7265 DFSP SELMA

QUANTITY 32,225,000 8A OUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL PIPE NONE NONE REQUIRED 80,000 BBLS 25,000 BBLS

IN ADDITION, ALL QUANTITIES AT AF PIPELINE INC MAY BE EVALUATED/AWARDED THROUGH

DFSP SELMA.

LOCATION LINE ITEM DODAAC SPLC ST $41\overline{1704}250$ NC W36HT5 0102 AASF#1 RALEIGH-DURHAM

QUANTITY 225,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA.

MODE RECEIPT% FSII SDA CI

TRUCK REOUIRED REOUIRED REOUIRED

LINE ITEM SPLC DODAAC LOCATION 0103 FP4488 $40\overline{7734240}$ POPE AFB

QUANTITY 27,000,000 8A QUANTITY 0 SA QUANTITY 6,750,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA.

MODE RECEIPT% FSII SDA CI

CAR REOUIRED REOUIRED REOUIRED

DODAAC LINE ITEM SPLC LOCATION ST $40\overline{7737}250$ W81YT4 SIMMONS AF FT BRAGG NC 0104

0104 W81YT4 407/3/250 SIMMO AF QUANTITY 5,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA.

RECEIPT% FSII SDA CI MODE

CAR REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED TRUCK

THIS REQUIREMENT INCLUDES CAMP MCKALL (300,000 USG, RECEIPT MODE - TT), SIMMONS AAF (2,300,000 USG, RECEIPT MODE - TC/TT) AND UY7324, DFSP FORT BRAGG/SUPER GAS

STATION (2,400,000 USG; RECEIPT MODE - TT).

LINE ITEM SPLC DODAAC LOCATION ST 0105 UY7042 406630000A AF PIPELINE INC NC

QUANTITY 46,500,000 8A QUANTITY 0 SA QUANTITY 0

PL ORIGINATES AT DFSP AF PL.

MODE RECEIPT% FSII SDA

CAR REQUIRED REQUIRED REQUIRED

DODAAC LINE ITEM SPLC LOCATION FP4809 $40\overline{6630240}$ SEYMOUR-JOHNSON AFB

0106 FP4809 406630240 SEYMOUR-JOHNSON AFE QUANTITY 46,500,000 8A QUANTITY 0 SA QUANTITY 17,600,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL AF PIPELINE INC.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED PTPE REQUIRED

PL ORIGINATES AT DFSP AF PL.

TRIICK REQUIRED REQUIRED REQUIRED

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0107
 UY7011
 447179270
 DFSP CHARLESTON

 QUANTITY 89,100,000
 8A QUANTITY 0
 SA QUANTITY 0
 ST

PL ORIGINATES AT DFSP CHARLESTON.

MODE RECEIPT% FSII SDA CI

REOUIRED REOUIRED REOUIRED TANKER

LINE ITEM DODAAC SPLC LOCATION 461450251 HUNTER AAF FT STEWT QUANTITY 6,000,000 8A QUANTITY 0 SA QUANTITY 5,100,000 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CHARLESTON.

 $\begin{array}{ccc} \underline{\text{MODE}} & \underline{\text{RECEIPT\$}} & \underline{\text{FSII}} & \underline{\text{SDA}} & \underline{\text{CI}} \\ \overline{\text{TRUCK}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} \end{array}$

DLVY HRS: 0900-1700 MON, TUE, WED, AND FRI.

LINE ITEM DODAAC SPLC LOCATION OF FP6331 417500240 NC ANG DOUGLAS IAP QUANTITY 2,300,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CHARLESTON.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

LINE ITEM DODAAC SPLC LOCATION OF TP4418 447840240 CHARLESTON AFB QUANTITY 58,000,000 8A QUANTITY 0 SA QUANTITY 29,000,000 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CHARLESTON.

MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED

PL ORIGINATES AT DFSP CHARLESTON.

LINE ITEM DODAAC SPLC LOCATION
0111 FP6401 445482240 SC ANG MCENTIRE ANGB
QUANTITY 3,800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CHARLESTON.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

DLVY HRS: 0730-1500, TUE-FRI.

LINE ITEM DODAAC SPLC LOCATION 112 FP4803 445372240 SHAW AFB QUANTITY 19,000,000 8A QUANTITY 0 SA QUANTITY 5,700,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CHARLESTON

MODE RECEIPT% FSII SDA CI
CAR REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK)

ESCALATOR JP8 East/Gulf Coast

LINE ITEM DODAAC SPLC LOCATION
0113 UY7015 499440270 DFSP PORT EVERGLADES
QUANTITY 2,500,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CT ST

MODE RECEIPT% FSII SDA REQUIRED REQUIRED CI

REOUIRED REOUIRED REOUIRED

THE OUANTITY AT DFSP HOMESTEAD MAY ALSO BE EVALUATED/AWARDED THROUGH

DFSP PORT EVERGLADES.

LINE ITEM DODAAC SPLC LOCATION WPBEACH QUANTITY 2,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORT EVERGLADES.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0115
 UY7056
 499793000
 DFSP HOMESTEAD

 QUANTITY 5,000,000
 8A QUANTITY 0
 SA QUANTITY 0

 MODE
 RECEIPT%
 FSII
 SDA
 CI

 $\frac{\texttt{MODE}}{\texttt{PIPE}} \qquad \frac{\texttt{RECEIPT\$}}{}$

REQUIRED REQUIRED REQUIRED

THE QUANTITY FOR DFSP HOMESTEAD MAY ALSO BE EVALUATED THROUGH DFSP PORT EVERGLADES.

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> 0116 FP6648 499778240 HOMESTEAD ARB QUANTITY 5,000,000 8A QUANTITY 0 SA QUANTITY 1,750,000 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORT EVERGLADES.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED PIPE TRUCK REQUIRED REQUIRED REQUIRED

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0117
 UY7016
 497800270
 DFSP PT TAMPA

 QUANTITY 32,810,000
 8A QUANTITY 0
 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
TANKER REQUIRED REQUIRED REQUIRED

INCLUDES 200,000 USG FOR NOAA. PL ORIGINATES AT DFSP TAMPA.

LINE ITEM DODAAC SPLC LOCATION
0118 Z20150 497960260 CGAS ST PETE CLEARWATER
QUANTITY 3,800,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT TAMPA.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRIICK

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0119
 FP4814
 497800240
 MACDILL AFB

 QUANTITY 23,000,000
 8A QUANTITY 0
 SA QUANTITY 0
 ST TT.

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT TAMPA.

MODE PIPE REQUIRED SDA CI REQUIRED REQUIRED

INCLUDES 200,000 USG FOR NOAA. PL ORIGINATES AT DFSP TAMPA.

 LINE ITEM
 DODAAC
 SPLC
 LOCATION
 ST

 0120
 1442A9
 499560000
 NATL PARK SVC NAPLES
 FL

 QUANTITY 10,000
 8A QUANTITY 0
 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT TAMPA.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

LINE ITEM DODAAC SPLC LOCATION 0121 FP2520 496174240 PATRICK AFB
QUANTITY 6,000,000 8A QUANTITY 0 SA QUANTITY 3,300,000 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT TAMPA.

 $\begin{array}{cccc} \underline{\text{MODE}} & \underline{\text{RECEIPT\$}} & \underline{\text{FSII}} & \underline{\text{SDA}} & \underline{\text{CI}} \\ \overline{\text{TRUCK}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} & \overline{\text{REQ}} \end{array}$ REQUIRED REQUIRED REQUIRED

TT DELIVERY HRS: 0630-1630 MON-FRI (EXCEPT HOLIDAYS).

LINE ITEM DODAAC SPLC LOCATION
0122 UY7184 476613270 DFSP MOUNDVILLE
QUANTITY 34,215,000 8A QUANTITY 0 SA QUANTITY 0 ST

MODERECEIPT%FSIISDACIPIPENONENONEREQUIRED

DLVY HRS: 0800-1500 MON-FRI. POSSIBILY 1 ST SAT/SUN.

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0123
 FP6011
 472600240
 ANG BIRMINGHAM MAP

 QUANTITY 4,000,000
 8A QUANTITY 0
 SA QUANTITY 3,600,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED

DLVY HRS: 0700-1600, TUE-FRI.

LINE ITEM DODAAC SPLC LOCATION
0124 EY8178 472600000 PEMCO AEROPLEX INC
QUANTITY 500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE.

 $\begin{array}{cccc} \underline{\text{MODE}} & \underline{\text{RECEIPT\$}} & \underline{\text{FSII}} & \underline{\text{SDA}} & \underline{\text{CI}} \\ \overline{\text{TRUCK}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} \end{array}$

LINE ITEM DODAAC SPLC LOCATION REDSTONE ARSENAL QUANTITY 140,000 8A QUANTITY 0 SA QUANTITY 0 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

LINE ITEM DODAAC SPLC LOCATION ST 0126 FP6241 486160240 ANG KEY FLD MERIDIAN MS QUANTITY 4,800,000 8A QUANTITY 0 SA QUANTITY 4,320,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

DLVY HRS: 0700-1530, TUES-FRI.

LINE ITEM DODAAC SPLC LOCATION
0127 FP6242 487150240 ANG THOMPSON FLD
QUANTITY 2,700,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

LINE ITEM DODAAC SPLC LOCATION 0128 W35PWX 483532000 CAMP MCCAIN QUANTITY 75,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE.

 $\begin{array}{cccc} \underline{\text{MODE}} & \underline{\text{RECEIPT\$}} & \underline{\text{FSII}} & \underline{\text{SDA}} & \underline{\text{CI}} \\ \overline{\text{TRUCK}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} \end{array}$

DLVY HRS: 0800-1600 MON-FRI.

LINE ITEM DODAAC SPLC LOCATION ST QUANTITY 1,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

DLVY HRS: 0800-1530 MON-FRI.

LINE ITEM DODAAC SPLC LOCATION (0130 FP3022 484019240 COLUMBUS AFB QUANTITY 21,000,000 8A QUANTITY 0 SA QUANTITY 7,770,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MOUNDVILLE.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

LINE ITEM DODAAC SPLC LOCATION
0131 UY7060 475630270D DFSP MONTGOMERY
QUANTITY 24,100,000 8A QUANTITY 0 SA QUANTITY 0 ST SDA CI NONE REQUIRED MODE RECEIPT% FSII SDA PIPE NONE
 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0132
 FP6012
 475630240
 DANNELLY ANG

 QUANTITY 3,400,000
 8A QUANTITY 0
 SA QUANTITY 3,060,000
 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MONTGOMERY. MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK DLVY HRS: 0730-1600, TUE-FRI. LINE ITEM DODAAC SPLC LOCATION 477575250 FT RUCKER LOCATION ST QUANTITY 12,000,000 8A QUANTITY 0 SA QUANTITY 10,800,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MONTGOMERY. $\begin{array}{ccc} \underline{\text{MODE}} & \underline{\text{RECEIPT\$}} & \underline{\text{FSII}} & \underline{\text{SDA}} & \underline{\text{CI}} \\ \overline{\text{TRUCK}} & \overline{\text{REQUIRED}} & \overline{\text{REQUIRED}} & \overline{\text{REQ}} \end{array}$ REQUIRED REQUIRED REQUIRED DLVY HRS: 0700-1030 AND 1330-1500, MON-FRI. LINE ITEM DODAAC SPLC LOCATION 0134 FP3300 475630241 MAXWELL AFB QUANTITY 3,200,000 8A QUANTITY 0 SA QUANTITY 2,560,000 ST ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MONTGOMERY. PL ORIGINATES AT DFSP MONTGOMERY. TRIICK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION
0135 Z65100 479862260 USCG AVN TRNG CNTR
QUANTITY 1,400,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MONTGOMERY. MODE RECEIPT% FSII SDA CI
TRUCK REQUIRED REQUIRED REQUIRED <u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> 0136 FP3010 488850240 KEESLER AFB QUANTITY 4,100,000 8A QUANTITY 0 SA QUANTITY 3,690,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MONTGOMERY. MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK
 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0137
 UY7012
 456122270
 DFSP DORAVILLE

 QUANTITY 19,970,000
 8A QUANTITY 0
 SA QUANTITY 0
 TC MODE IS RESTRICTED TO DESTINATION OFFERS. MODE RECEIPT% FSII SDA CI PIPE NONE NONE NONE

SUPPLIES TO BE OFFERED (DOMESTIC BULK)

ESCALATOR JP8 East/Gulf Coast

LINE ITEM DODAAC SPLC LOCATION 0138 804101 471356240 NASA HUNTSVILLE QUANTITY 120,000 8A QUANTITY 0 SA QUANTITY 0 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP DORAVILLE.

MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED

DLVY HRS: 0700-1400 MON-FRI. TRUCKS AT 2-HR INTERVALS.

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0139
 FP6703
 456476240
 DOBBINS AFB

 QUANTITY 3,500,000
 8A QUANTITY 0
 SA QUANTITY 1,750,000
 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP DORAVILLE.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

DLVY HRS: 0730-1500, MON-FRI EXCEPT HOLIDAYS.

LINE ITEM DODAAC SPLC LOCATION AT 456450000 LOCKHEED MARTIN AERO SYS

QUANTITY 250,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP DORAVILLE.

MODE RECEIPT% FSII SDA CI

REOUIRED REQUIRED REQUIRED TRUCK

ST GA

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP DORAVILLE.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

LINE ITEM DODAAC SPLC LOCATION OF THE PROPERTY SPLC LOCATION 434300240 ANG BERRY FIELD ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP DORAVILLE.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0143
 FP6423
 424614240
 ANG MCGHEE
 TYSON

 QUANTITY 5,300,000
 8A QUANTITY 0
 SA QUANTITY 2,650,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP DORAVILLE.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED

INCLUDES 100,000, USG FOR W81RG7 CHATTANOOGA AVN UNIT.

DLVY HRS: 0700-1500, TUES-FRI.

LINE ITEM DODAAC SPLC LOCATION ARNOLD ENG DEV CTR TULLA QUANTITY 3,600,000 8A QUANTITY 0 SA QUANTITY 0 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP DORAVILLE.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

LINE ITEM DODAAC SPLC LOCATION 0145 W38JKB 433110250 TN NG SMYRNA APT QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP DORAVILLE.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

ST GA

QUANTITY 42,500,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
PIPE NONE NONE REQUIRED

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> 0147 FP6102 461450241 ANG TRAVIS FLD SAVANNAH QUANTITY 3,500,000 8A QUANTITY 0 SA QUANTITY 2,100,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MACON.

MODE

RECEIPT% FSII SDA CI REQUIRED REQUIRED

DELIVERY HRS: 0730-1600, TUE-FRI.

LINE ITEM DODAAC SPLC LOCATION 0148 FP4830 467823240 MOODY AFB
QUANTITY 15,000,000 8A QUANTITY 0 SA QUANTITY 6,000,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MACON

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRIICK

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0149
 FP2067
 463524240
 ROBINS AFB

 QUANTITY 12,000,000
 8A QUANTITY 0
 SA QUANTITY 4,200,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MACON.

MODE RECEIPT% FSII SDA CI PIPE REQUIRED REQUIRED REQUIRED

PL ORIGINATES AT DFSP MACON. PL DELIVERY HRS: 0800-2300, MON-FRI.

REQUIRED REQUIRED REQUIRED

LINE ITEM DODAAC SPLC LOCATION 70150 FP6101 463524241 ROBINS ANG QUANTITY 12,000,000 8A QUANTITY 0 SA QUANTITY 0 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP MACON.

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED

PL ORIGINATES AT DFSP MACON, GA.

TRUCK REQUIRED REQUIRED REQUIRED

QUANTITY 5,200,000	SPLC LOCATION 464390270 ITAPCO PIPELINE 8A QUANTITY 0 SA QUANTITY 0 FSII SDA CI NONE NONE REQUIRED	ST GA
	SPLC LOCATION 464630250 FT BENNING 8A QUANTITY 0 SA QUANTITY 0 PPLIED THROUGH TERMINAL ITAPCO PIPELINE. FSII SDA CI REQUIRED REQUIRED REQUIRED	<u>ST</u> GA
LINE ITEM DODAAC UY7082 QUANTITY 17,000,000 MODE RECEIPT%	8A QUANTITY 0 SA QUANTITY 0	<u>st</u> ms
QUANTITY 17,000,000	REQUIRED REQUIRED	ST MS
LINE ITEM DODAAC 0155 UY7150 QUANTITY 181,520,000 MODE RECEIPT% BARGE PIPE	8A QUANTITY 0 SA QUANTITY 0	ST TX
	SPLC LOCATION 494750240 EGLIN AFB 8A QUANTITY 0 SA QUANTITY 24,840,000 PPLIED THROUGH TERMINAL DFSP HOUSTON. ANCE IS 9 FEET AND AT THE DOCK 12 FEET. FSII SDA CI REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED REQUIRED	ST FL

QUANTITY 11,500,000 8A QUANTITY 0 SA QUANTITY 10,350,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON.

MAX DRAFT AT INLAND SOUND ENTRANCE AND DOCK IS 15 FEET.

MODE RECEIPT% FSII SDA CI

BARGE REQUIRED REQUIRED REQUIRED TRUCK REQUIRED REQUIRED

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0158 FP4819 494579240 TYNDALL AFB FL

QUANTITY 43,500,000 8A QUANTITY 0 SA QUANTITY 26,100,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON.

MAX DRAFT AT DOCK IS 15 FEET AND AT CHANNEL ENTRANCE IS 25 FEET.

MODE RECEIPT% FSII SDA CI

BARGE REQUIRED REQUIRED REQUIRED TRUCK REQUIRED REQUIRED REQUIRED

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC LOCATION</u> <u>ST</u> 0159 FP4608 653770240 BARKSDALE AFB LA

QUANTITY 57,000,000 8A QUANTITY 20,000,000 SA QUANTITY 19,380,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON.

MODE RECEIPT% FSII SDA CI

PIPE REQUIRED REQUIRED REQUIRED

PL ORIGINATES AT TEXAS EASTERN, BOSSIER STATION, LA. BOSSIER STATION

RECEIVES PRODUCT WITHOUT FSII OR SDA.

TRUCK REQUIRED REQUIRED REQUIRED

QUANTITY 3,300,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON.

INCLUDES 1,000,000 USG FOR W42CXA (MOBILITY).

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC LOCATION</u> <u>ST</u> 0161 <u>N00206</u> 649122290 NAS NEW ORLEANS LA

OUANTITY 15,000,000 8A OUANTITY 0 SA OUANTITY 13,500,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON.

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL

BARGE REQUIRED REQUIRED 20,000 BBLS

MAX BARGE RECEIPT IS 840,000 USG/DELIVERY: DAYTIME DELIVERY ONLY.

TRUCK REQUIRED REQUIRED REQUIRED

LINE ITEM
0162DODAAC
FP6243SPLC
488870240LOCATION
MSST
ANG GULFPORTMS

QUANTITY 3,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON.

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL BARGE REQUIRED REQUIRED REQUIRED 10,000 BBLS

TRUCK REQUIRED REQUIRED REQUIRED

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0163 FP6433 684800241 ELLINGTON AFB ANG TX

QUANTITY 3,200,000 8A QUANTITY 0 SA QUANTITY 2,880,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

DLVY HRS: 0730-1600, TUE-FRI.

<u>LINE ITEM 0164 DODAAC SPLC LOCATION ST 1064 W900NC 687500250 FT. SAM HOUSTON TX 1064 FT. SAM HOUST SAM </u>

QUANTITY 20,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

MAX RECEIPT IS 3,800 USG/DELIVERY.

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC LOCATION</u> <u>ST</u> <u>1060241</u> 689440290 NAS KINGSVILLE TX

QUANTITY 10,000,000 8A QUANTITY 0 SA QUANTITY 2,000,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON.

MODE RECEIPT% FSII SDA CI

PIPE NONE NONE REQUIRED
TRUCK REQUIRED REQUIRED

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0166 <u>W81FAG</u> 667268250 AASF GRAND PRAIRIE (149) TX

QUANTITY 400,000*** 8A QUANTITY 0 SA QUANTITY 0

Product will be delivered into bottom loading HEMTTs.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

This unit has a number of exercises held at various locations throughout the year:

- 1. Camp Bowie, 5611 FM 45 South, Brownwood, TX 76801.
- 2. Fort Walters, Route 4, Building 1202, Mineral Wells, TX 76067.
- 3. Camp Maxie, Route 1, Powderly, TX.

Anticipated consumption at each site is 38,000 USG.

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> <u>0167</u> <u>W45K1P</u> 687500251 <u>AASF SAN ANTONIO</u> <u>TX</u>

QUANTITY 100,000*** 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED

LINE ITEM DODAAC W45K1N QUANTITY 150,000*** MODE RECEIPT% TRUCK	SPLC LOCATION 667268251 AASF, DALLAS 8A QUANTITY 0 SA QUANTITY 0 FSII SDA CI REQUIRED REQUIRED	<u>ST</u> TX
LINE ITEM DODAAC 157438 QUANTITY 100,000*** MODE RECEIPT% TRUCK	SPLC LOCATION 693784000 BORDER PATROL DEL RIO 8A QUANTITY 0 SA QUANTITY 0 FSII SDA CI REQUIRED REQUIRED	<u>ST</u> TX
LINE ITEM DODAAC 157444 QUANTITY 8,000*** MODE RECEIPT%	8A QUANTITY 0 SA QUANTITY 0	<u>ST</u> TX
	SPLC LOCATION 678810240 DYESS AFB 8A QUANTITY 0 SA QUANTITY 36,450,000 FSII SDA CI REQUIRED REQUIRED G RATE IS 900 BPH.	ST TX
LINE ITEM DODAAC 0172 W45V5M QUANTITY 10,000,000*** MODE RECEIPT% TRUCK	8A QUANTITY 0 SA QUANTITY 9,000,000	<u>ST</u> TX
LINE ITEM DODAAC FP3030 QUANTITY 20,000*** MODE RECEIPT%	8A QUANTITY 0 SA QUANTITY 0	<u>ST</u> TX
LINE ITEM DODAAC N83447 QUANTITY 14,000,000*** MODE RECEIPT%	SPLC LOCATION 668200290 JOINT RESERVE, FT WORTH 8A QUANTITY 0 SA QUANTITY 0 FSII SDA CI REQUIRED REQUIRED	<u>ST</u> TX
LINE ITEM DODAAC FP2053 QUANTITY 18,500,000*** MODE RECEIPT% TRUCK	SPLC LOCATION 687500241 KELLY AFB 8A QUANTITY 0 SA QUANTITY 16,650,000 FSII SDA CI REQUIRED REQUIRED	<u>ST</u> TX

LINE ITEM DODAAC FP3099 QUANTITY 20,000,000*** MODE RECEIPT% TRUCK	8A QUANTITY 0 SA QUANTITY 18,000,000	<u>ST</u> TX
LINE ITEM DODAAC N00216 QUANTITY 300,000*** MODE RECEIPT%		ST TX
LINE ITEM DODAAC FP3089 QUANTITY 17,000,000*** MODE RECEIPT% TRUCK	SPLC LOCATION 687431240 RANDOLPH AFB 8A QUANTITY 0 SA QUANTITY 15,300,000 FSII SDA CI REQUIRED REQUIRED REQUIRED	<u>ST</u> TX
LINE ITEM DODAAC EY9350 QUANTITY 1,200,000*** MODE RECEIPT% TRUCK	8A QUANTITY 0 SA QUANTITY 1,080,000	ST TX
LINE ITEM DODAAC W45G18 QUANTITY 20,000*** MODE RECEIPT%	SPLC LOCATION 661150000 RED RIVER AD, TEXARKANA 8A QUANTITY 0 SA QUANTITY 0 FSII SDA CI REQUIRED REQUIRED	ST TX
LINE ITEM DODAAC FP3020 QUANTITY 25,500,000*** MODE RECEIPT% TRUCK	SPLC LOCATION 664300240 SHEPPARD AFB 8A QUANTITY 0 SA QUANTITY 22,950,000 FSII SDA CI REQUIRED REQUIRED	<u>ST</u> TX

LINE ITEMS 0182 - 0200 OMITTED FROM RFP SCHEDULE.

JP5, JP5 2.2C

NSN: 9130-00-273-2379

PURCHASE REQUEST NO. SC0600-99-0113

JP5 REQUIREMENT TOTALS ARE AS FOLLOWS

8(A) RESERVATION TOTAL SET ASIDE NON SET ASIDE QUANTITY (USG) QUANTITY (USG) QUANTITY (USG) QUANTITY (USG) 344,440,000 20,250,000 324,190,000 0

1. JP5, NSN: 9130-00-273-2379

THE TOTAL ESTIMATED JP5 QUANTITY TO BE PURCHASED IS -- 344,440,000 EAST COAST JP5 165,890,000 GULF COAST JP5 137,950,000

OFFSHORE JP5 40,600,000

SUPPLIES TO BE OFFERED (DOMESTIC BULK)

ESCALATOR JP5 East/Gulf Coast

EAST COAST JP5

LINE ITEM DODAAC SPLC LOCATION ST 143310270 **DFSP BOSTON** MA 0201 UY7317

QUANTITY 3,000,000 8A QUANTITY 0 SA QUANTITY 0

<u>C</u>I MODE RECEIPT% FSII SDA

REQUIRED NONE REQUIRED BARGE

ST МΔ

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BOSTON.

INCLUDES FLEET/CG.

PIPE

MODE RECEIPT% FSII SDA CI

REQUIRED NONE BARGE REQUIRED

 $\frac{\text{LINE ITEM}}{0203} \qquad \frac{\text{DODAAC}}{\text{EY7735}}$ SPLC LOCATION GE CORP WEST LYNN $14\overline{0460003}$

QUANTITY 2,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP BOSTON.

MODE RECEIPT% FSII SDA CI

TRUCK 100% REQUIRED NONE REQUIRED

LINE ITEM DODAAC SPLC LOCATION 194144270 DFSP CARTERET 0204 UY7327 ŊJ

QUANTITY 3,000,000 8A QUANTITY 0 SA QUANTITY 0

NONE

CI MAX PARCEL RECEIPT% FSII SDA MIN PARCEL MODE REQUIRED NONE REQUIRED TANKER REQUIRED NONE REQUIRED BARGE 50,000 BBLS NONE REQUIRED 25,000 BBLS

LINE ITEM DODAAC 0205 UY7327 QUANTITY 3,000,000 ** END USER CAN BE SU MODE RECEIPT% TANKER BARGE PIPE	8A QUANTITY 0	-	ST NJ MIN PARCEL 50,000 BBLS 25,000 BBLS
LINE ITEM DODAAC 0206 N00189 QUANTITY 159,890,000 MODE RECEIPT% TANKER BARGE 50% PIPE	8A QUANTITY 0		ST VA
QUANTITY 135,600,000 ** END USER CAN BE SU	8A QUANTITY 0 PPLIED THROUGH TER	~ -	ST VA
LINE ITEM DODAAC 0208 W23HYY QUANTITY 40,000 ** END USER CAN BE SU MODE RECEIPT% TRUCK		MINAL CRANEY ISLAND. CI	ST MD
LINE ITEM DODAAC 0209 N00421 QUANTITY 21,000,000 ** END USER CAN BE SU MODE RECEIPT% BARGE		· -	<u>ST</u> MD
LINE ITEM DODAAC 0210 EY1205 QUANTITY 200,000 ** END USER CAN BE SU MODE RECEIPT% TRUCK		SA QUANTITY 0	<u>ST</u> MO

LINE ITEM I	DODAAC	SI	PLC	LOCAT	ION	ST
0211	220130	$40\overline{16}$	60260	CGAS EL	IZABETH CITY	NC
QUANTITY 2,50	00,000	8A QUANTITY	7 0 S	A QUANTITY	0	
** END USER	R CAN BE SU	PPLIED THROU	GH TERMIN	NAL CRANEY	ISLAND.	
MODE	RECEIPT%	FSII S	SDA	CI		
TRUCK	<u> </u>	REQUIRED N	IONE	REQUIRED		
	DODAAC		PLC	LOCAT		ST
	303301				RESC CTR	VA
QUANTITY 100,	,000	8A QUANTITY	7 0 S	A QUANTITY	0	
** END HOEF				~		
FND OPER	R CAN BE SU	PPLIED THROU	IGH TERMIN	IAL CRANEY	ISLAND.	
MODE MODE	RECEIPT%		SDA	IAL CRANEY CI	ISLAND.	
			SDA		ISLAND.	
MODE		FSII S	SDA	CI	ISLAND.	
MODE TRUCK		FSII S REQUIRED N	SDA	CI		ST
MODE TRUCK LINE ITEM I	RECEIPT%	FSII S REQUIRED N	SDA IONE	CI REQUIRED LOCAT		ST VA
MODE TRUCK LINE ITEM I	RECEIPT% DODAAC 303303	FSII S REQUIRED N	SDA JONE PLC 202000	CI REQUIRED LOCAT NASA WA	<u>'ION</u> LLOPS ISLAND	
MODE TRUCK LINE ITEM 0213 QUANTITY 450,	RECEIPT% DODAAC 303303 ,000	FSII S REQUIRED N	SDA JONE PLC 202000 7 0 SA	CI REQUIRED LOCAT NASA WA A QUANTITY	<u>'ION</u> LLOPS ISLAND	
MODE TRUCK LINE ITEM 0213 QUANTITY 450,	RECEIPT% DODAAC 303303 ,000	FSII S REQUIRED N SI 2542 8A QUANTITY PPLIED THROU	SDA JONE PLC 202000 7 0 SA	CI REQUIRED LOCAT NASA WA A QUANTITY	<u>'ION</u> LLOPS ISLAND	
MODE TRUCK LINE ITEM I 0213 E QUANTITY 450, ** END USER	RECEIPT% DODAAC 303303 ,000 R CAN BE SU	FSII S REQUIRED N SI 2542 8A QUANTITY PPLIED THROU	SDA JONE PLC 202000 7 0 Si JGH TERMIN	CI REQUIRED LOCAT NASA WA A QUANTITY IAL CRANEY	<u>'ION</u> LLOPS ISLAND	

LINE ITEMS 0214 - 0300 OMITTED FROM RFP SCHEDULE.

GULF COAST JP5

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0301
 N68836
 491200296
 DFSP JACKSONVILLE

 QUANTITY 58,100,000
 8A QUANTITY 0
 SA QUANTITY 0
 ST

FSII SDA CI REQUIRED NONE REQUIRED MODE RECEIPT% FSII SDA

TANKER

LINE ITEM DODAAC SPLC LOCATION
0302 N68836 491200296 DFSP JACKSONVILLE
QUANTITY 58,100,000 8A QUANTITY 0 SA QUANTITY 0 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE. INCLUDES FLEET/CG/NSC JACKSONVILLE/NAS JACKSONVILLE/NAS MAYPORT/CG MIAMI/ EG&G KENNEDY SPACE CTR/FL ANG JAX IAP/AASF CRAIG ARMORY JAX.

RECEIPT% FSII SDA CI MODE

REQUIRED NONE REQUIRED TANKER

LINE ITEM DODAAC SPLC LOCATION
0303 UY7083 499999270 KEY WEST PL CO
QUANTITY 16,000,000 8A QUANTITY 0 SA QUANTITY 0 ST

MODE RECEIPT% FSII SDA

 $\begin{array}{ccc} \underline{\text{FSII}} & \underline{\text{SDA}} & \underline{\text{CI}} \\ \overline{\text{REQUIRED}} & \overline{\text{NONE}} & \overline{\text{REQUIRED}} \end{array}$ TANKER

LINE ITEM DODAAC SPLC LOCATION (499999270 KEY WEST PL CO QUANTITY 16,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL KEY WEST PL CO.

INCLUDES FLEET/CG/NAS KEY WEST.

MODE RECEIPT% FSII SDA CT

FSII SDA CI REQUIRED NONE REQUIRED TANKER

ST FL

QUANTITY 16,250,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT* FSII SDA CI MAX PARCEL
BARGE REQUIRED NONE REQUIRED 25,000 BBLS MIN PARCEL

LINE ITEM DODAAC SPLC LOCATION 0306 N00204 494995293 DFSP PENSACOLA QUANTITY 15,000,000 8A QUANTITY 0 SA QUANTITY 13,500,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA.

RECEIPT% FSII SDA CI MAX PARCEL REQUIRED NONE REQUIRED 25,000 BBLS MIN PARCEL BARGE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) ESCALATOR JP5 East/Gulf Coast

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> 0307 FP4417 494759240 HURLBURT FLD QUANTITY 200,000 8A QUANTITY 0 SA QUANTITY 0 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA.

DLVY HOURS: 0700-1600 MON-FRI.

 LINE
 ITEM
 DODAAC
 SPLC
 LOCATION

 0308
 M67004
 468523280
 MCLB ALBANY

 QUANTITY
 50,000
 8A QUANTITY 0
 SA QUANTITY 0
 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED NONE REQUIRED

LINE ITEM DODAAC SPLC LOCATION 70309 EY9426 368700000 ROLLS-ROYCE ALLISON ENG QUANTITY 400,000 8A QUANTITY 0 SA QUANTITY 0 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA.

DLVY HOURS: 0800-1600 MON-FRI.

LINE ITEM DODAAC SPLC LOCATION ST 0310 N62795 488680290 SUP SHIPBLDG PASCAGOULA MS QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA.

MODE RECEIPT% FSII SDA CI

REQUIRED NONE REQUIRED TRUCK

LINE ITEM DODAAC SPLC LOCATION ARNOLD ENG DEV CTR QUANTITY 500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PENSACOLA.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED NONE REQUIRED

DLVY HOURS: 0700-1500 MON-FRI.

 LINE ITEM
 DODAAC
 SPLC
 LOCATION

 0312
 UY7265
 406851270
 DFSP SELMA
 LOCATION

QUANTITY 28,000,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT* FSII SDA CI MAX PARCEL MIN PARCEL
PIPE NONE NONE REQUIRED 25,000 BBLS MAX RECEIPT PARCEL IS 25M BBLS. SINCE THE MIN PARCEL PL TENDER ACCEPTABLE TO COLONIAL IS 75M BBLS, SELMA PL SHIPMENTS MUST BE COMBINED WITH PARCELS FOR CRANEY OR CARTERET. PL PARCEL MUST BE RECEIVED EVERY 5-10 DAYS AT SELMA.

LINE ITEM DODAAC SPLC LOCATION MCAS CHERRY PT QUANTITY 21,000,000 8A QUANTITY 0 SA QUANTITY 0 ST

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELMA.

MODE RECEIPT% FSII SDA CI
CAR REQUIRED NONE REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) ESCALATOR JP5 East/Gulf Coast

QUANTITY 7,000,000 ** END USER CAN BE SU	SPLC LOCATION 405965280 MCAS NEW RIVER 8A QUANTITY 0 SA QUANTITY 0 PPLIED THROUGH TERMINAL DFSP SELMA. FSII SDA CI REQUIRED NONE REQUIRED	ST NC
QUANTITY 19,600,000	SPLC LOCATION 684839270 DFSP HOUSTON 8A QUANTITY 0 SA QUANTITY 0 FSII SDA CI NONE NONE REQUIRED NONE NONE REQUIRED	ST TX
QUANTITY 900,000	SPLC LOCATION 684839270 DFSP HOUSTON 8A QUANTITY 0 SA QUANTITY 0 PPLIED THROUGH TERMINAL DFSP HOUSTON. FSII SDA CI NONE NONE REQUIRED NONE NONE REQUIRED	<u>ST</u> TX
QUANTITY 7,500,000 ** END USER CAN BE SU PRODUCT MUST CONTAIN SD MODE TRUCK RECEIPT*	SPLC LOCATION 626200241 TINKER AFB 8A QUANTITY 0 SA QUANTITY 6,750,000 PPLIED THROUGH TERMINAL DFSP HOUSTON A. FSII SDA CI REQUIRED REQUIRED REQUIRED MON-FRI. 2 TT PER HOUR.	ST OK
QUANTITY 200,000	SPLC LOCATION 662940000 E SYSTEMS INC GRNVLE 8A QUANTITY 0 SA QUANTITY 0 PPLIED THROUGH TERMINAL DFSP HOUSTON FSII SDA CI REQUIRED NONE REQUIRED	<u>ST</u> TX

SUPPLIES TO BE OFFERED (DOMESTIC BULK) ESCALATOR JP5 East/Gulf Coast

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON.

MODE RECEIPT% FSII SDA CI REQUIRED NONE REQUIRED

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0320 N00216 689100290 NAS CORPUS CHRISTI TX QUANTITY 10,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON.

MODE RECEIPT% FSII SDA CI TRUCK REQUIRED NONE REQUIRED

LINE ITEMS 0321 - 0400 OMITTED FROM RFP SCHEDULE.

SUPPLIES TO BE OFFERED (DOMESTIC BULK) ESCALATOR JP5 East/Gulf Coast

OFFSHORE JP5

LINE ITEM DODAAC 0401 N00389 QUANTITY 37,100,000	SPLC 101310290 8A QUANTITY 0	LOCATION DFSP ROOSEVELT ROADS SA QUANTITY 0	ST PR
MODE RECEIPT% TANKER BARGE	FSII SDA REQUIRED NONE REQUIRED NONE	<u>CI</u> REQUIRED REQUIRED	
BARGE MODE RESTRICTED T			-
LINE ITEM DODAAC 0402 N00389 QUANTITY 35,000,000	<u>SPLC</u> 101310290 8A QUANTITY 0	LOCATION DFSP ROOSEVELT ROADS SA QUANTITY 0	<u>ST</u> PR

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ROOSEVELT ROADS INCLUDES FLEET/USNS ROOSEVELT RDS/NAVY AND AIR.FORCE SQUADRONS.

MODERECEIPT%FSIISDACITANKERREQUIREDNONEREQUIREDBARGEREQUIREDNONEREQUIRED

BARGE MODE RESTRICTED TO DESTINATION OFFERS.

LINE ITEM	DODAAC	SPLC	LOCATION	ST
0403	Z20235	$10\overline{7610}260$	CG AIR STA PR	PR
QUANTITY 1,	,000,000	8A QUANTITY 0	SA QUANTITY 0	

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ROOSEVELT ROADS.

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0404 W81R0W 103300250 PR ANG ARMY AVIATION SA PR QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ROOSEVELT ROADS.

MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL TRUCK 100% REQUIRED NONE REQUIRED 7,800 GALS

LINE ITEM
0405DODAAC
FP6540SPLC
103300240LOCATION
PUERTO RICO AIRPORTST
PRQUANTITY 1,000,0008A QUANTITY 0 SA
QUANTITY 0QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ROOSEVELT ROADS.

MODE RECEIPT* FSII SDA CI REOUIRED NONE REOUIRED

 LINE ITEM
 DODAAC
 SPLC
 LOCATION
 ST

 0406
 N60514
 910700000
 DFSP GUANTANAMO BAY,CUBA
 CU

 QUANTITY 3,500,000
 8A QUANTITY 0
 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI

TANKER REQUIRED NONE REQUIRED

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> <u>0407</u> 060514 910700000 DFSP GUANTANAMO BAY, CUBA CU QUANTITY 3,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GUANTANAMO BAY , CUBA.

INCLUDES FLEET/USNAVSTA GUANTANAMO BAY.

MODE RECEIPT% FSII SDA CI TANKER REQUIRED NONE REQUIRED

LINE ITEMS 0408 - 0500 OMITTED FROM RFP SCHEDULE.

Fuel, Naval Distillate, F76 2.5A

NSN: 9140-00-273-2377

PURCHASE REQUEST NO. SC0600-99-0114

F76 REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL	SET ASIDE	8(A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
200,770,000	42,942,900	0	157,827,100

1. Fuel, Naval Distillate, NSN: 9140-00-273-2377

2. THE TOTAL ESTIMATED F76 QUANTITY TO BE PURCHASED IS -- 200,770,000

EAST COAST F76 119,210,000

GULF COAST F76 22,355,000

OFFSHORE F76 59,205,000

SUPPLIES TO BE OFFERED (DOMESTIC BULK) ESCALATOR F76 East/Gulf Coast

EAST COAST F76

LINE ITEM	DODAAC		SPLC	LOCAT	ION	ST
0501	<u>UY7327</u>	1	$9\overline{4144}270$	DFSP CA	RTERET	ŊJ
QUANTITY 6,	185,000	8A QUANT	O YTIT	SA QUANTITY	0	
DFSP STATEN	I ISLAND IN	CLUDES ROMI	S FOR US NA	VY VESSELS	, NSC CHARLES	STON SC,
NAVSUBBASE	NEW LONDON	CT, SUPVR	OF SHIPBUIL	DING, HHD 4	175 QM GROUP,	ARMY
CORPS OF EN	IGINEERS CI	VIL WORKS,	CAVEN POINT	TERMINAL,	COAST GUARD	VESSELS.
MODE	IGINEERS CI RECEIPT	=	SDA	CI	MAX PARCEL	
		=		=		
MODE		T% FSII	SDA	CI		MIN PARCEL
MODE TANKER		PSII NONE	SDA NONE	CI NONE		MIN PARCEL 50,000 BBLS
MODE TANKER BARGE		FSII NONE NONE	SDA NONE NONE	CI NONE NONE		MIN PARCEL 50,000 BBLS 50,000 BBLS

 LINEITEM
 DODAAC
 SPLC
 LOCATION
 ST

 0502
 UY7327
 194144270
 DFSP CARTERET
 NJ

 QUANTITY 6,185,000
 8A QUANTITY 0
 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CARTERET.

DFSP CARTERET INCLUDES RQMTS FOR US NAVY VESSELS, DAVID TAYLOR NAVAL SHIP CENTER, NAVSUBBASE NEW LONDON CT, NY, USA ENGR DIST, HHD 475 QM GROUP, COAST GUARD VESSELS.

RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PAI	KCFL
	NONE	NONE	NONE		50,000	BBLS
	NONE	NONE	NONE		50,000	BBLS
	NONE	NONE	NONE		25,000	BBLS
	RECEIP18	NONE NONE	NONE NONE NONE	NONE NONE NONE NONE	NONE NONE NONE NONE NONE	NONE NONE NONE 50,000 NONE NONE NONE 50,000

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0503 N00189 261100296 **CRANEY ISLAND VA** QUANTITY 113,025,000 8A QUANTITY 0 SA QUANTITY 0

CRANEY ISLAND INCLUDES ROMTS FOR US NAVY VESSELS, NSY NORFOLK VA, CRANEY ISLAND VA, SEWELLS POINT, HHD 475 OM GROUP, 97TH TRANS CO F

CRANEY ISLAND VA, SEWELLS POINT, HHD 475 QM GROUP, 97TH TRANS CO FT EUSTIS VA, 329TH TRANS CO VSO FT EUSTIS VA, VA, 73RD TRANS CO VSO FT EUSTIS VA, FT EUSTIS 329TH TRANS, GEN FRANK S. BESSON, USS WILLIAM G. BUNKER, PR TRANS DET US ARMY VESSEL, ARMY LOCATIONS, DEPT. OF COMMERCE CST/GEO, COAST GUARD VESSELS.

MODE	RECEIPT%	FSII	SDA	CI	MAX PARCEL	MIN PARCEL
TANKER		NONE	NONE	NONE		
BARGE	50%	NONE	NONE	NONE		50,000 BBLS
PIPE		NONE	NONE	NONE		75,000 BBLS

SUPPLIES TO BE OFFERED (DOMESTIC BULK) ESCALATOR F76 East/Gulf Coast

QUANTITY 106,8	<u>DAAC</u> 0189 45,000 8A QU.	ANTITY 0 SZ	YTITMAUQ A	27,779,700	ST VA
	CAN BE SUPPLIED				a
	INCLUDES ROMTS I RFOLK VA, NUCLEA				
	TRANS MED BOAT,				
	ANS BN, VA, 73RI				
	IS - 329TH TRANS				
=	TRANS CO CL, DE	=	=		
		SDA		MAX PARCEL	MIN PARCEL
TANKER		$\overline{ ext{NON}}$ E	NONE		
BARGE	50% NONE	NONE	NONE		50,000 BBLS
PIPE	NONE	NONE	NONE		75,000 BBLS
TIME THEM DO	ים אים	SPLC	T OCATE	T O N	СT
0505 N6	DAAC 1414	261300292		LON LE CREEK	ST VA
	,000 8A QU.				٧A
	CAN BE SUPPLIED				
	RECEIPT% FSII	SDA	CI		
BARGE	NONE	NONE	NONE		
TRUCK	NONE		NONE		
LINE ITEM DO	DAAC 0188	<u>SPLC</u> 261000291	LOCAT	ION	ST
0506 NO	0 8A QU.	Z61000Z91			VA
	CAN BE SUPPLIED		A QUANTITY		
		SDA	CI	ISLAND.	
TRUCK		NONE	NONE		
1110011	110112	1101112	110112		
LINE ITEM DO	DAAC 2688	SPLC	LOCAT	ION	ST
				TA NORFOLK	VA
· -	00 8A QU.				
	CAN BE SUPPLIED			ISLAND.	
	RECEIPT% FSII	SDA	CI		
TRUCK	NONE	NONE	NONE		

LINE ITEMS 0508 - 0600 OMITTED FROM RFP SCHEDULE.

SUPPLIES TO BE OFFERED (DOMESTIC BULK) ESCALATOR F76 East/Gulf Coast

GULF COAST F76

LINE ITEM	DODAAC	SPLC	LOCATION	ST
0601	N68836	491200296	DFSP JACKSONVILLE	FL

OUANTITY 22,035,000 8A OUANTITY 0 SA OUANTITY 0

DFSP JACKSONVILLE INCLUDES RQMTS FOR US NAVY VESSELS, NAS PENSACOLA, GA NAV SUB BASE - KINGS BAY, NAS MAYPORT FL (N68709), DFSP JACKSONVILLE FL, NUCLEAR POWER TRAINING UNIT, ARMY LOCATIONS, COAST GUARD VESSELS.

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0602 N68836 491200296 DFSP JACKSONVILLE FL QUANTITY 22,035,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP JACKSONVILLE.

DFSP JACKSONVILLE INCLUDES ROMTS FOR US NAVY VESSELS, ARNOLD ENG DEV CENTER,

ATL FLT WEAPON TNG CT, NAS PENSACOLA, DC, NAV TELE COM CMD, GA NAV SUB BASE
KINGS BAY, NAS MAYPORT FL (N68709), NUCLEAR POWER TRAINING UNIT GOOSE CREEK,

SC, PR HHC 24TH TRANS BN, XR 558TH TRANS ULLS S, FT EUSTIS - 97TH TRANSP, COAST GUARD VESSELS.

MODE RECEIPT* FSII SDA CI TANKER NONE NONE NONE

QUANTITI 320,000 SA QUANTITI U SA QUANTITI U

DFSP HOUSTON INCLUDES RQMTS FOR US NAVY VESSELS, MSC, COAST GUARD VESSELS.

MODERECEIPT%FSIISDACIBARGENONENONENONEPIPENONENONENONE

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0604 <u>UY7150</u> 684839270 DFSP HOUSTON TX QUANTITY 320,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HOUSTON.

DFSP HOUSTON INCLUDES ROMTS FOR US NAVY VESSELS, MSC, COAST GUARD VESSELS.

LINE ITEMS 0605 - 0700 OMITTED FROM RFP SCHEDULE.

SUPPLIES TO BE OFFERED (DOMESTIC BULK) ESCALATOR F76 East/Gulf Coast

OFFSHORE F76

LINE ITEM	DODAAC	SPLC	LOCATION	ST
0701	N00389		DFSP ROOSEVELT ROADS	PR

QUANTITY 42,120,000 8A QUANTITY 0 SA QUANTITY 0

DFSP ROOSEVELT ROADS INCLUDES ROMTS FOR US NAVY VESSELS, ATL FLT WEAPON TRAINING CTR ROOS RDS PR, DFSP ROOSEVELT ROADS PR, NAVY/ARMY/COAST GUARD LOCATIONS, COAST GUARD VESSELS.

MODERECEIPT%FSIISDACITANKERNONENONENONEBARGENONENONENONE

BARGE MODE RESTRICTED TO DESTINATION OFFERS

LINE ITEM DODAAC SPLC LOCATION ST 0702 N00389 101310290 DFSP ROOSEVELT ROADS PR QUANTITY 42,120,000 8A QUANTITY 0 SA QUANTITY 15,163,200

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ROOSEVELT ROADS.

DFSP ROOSEVELT ROADS INCLUDES ROMTS FOR US NAVY VESSELS, NAVY/ARMY LOCAL,

ATL FLT WEAPON TRAINING CTR ROOS RDS PR, NAVAL RESEARCH LAB, NADC KEY WEST
FL, NAVY REGIONAL PLANT, COAST GUARD VESSELS

BARGE MODE RESTRICTED TO DESTINATION OFFERS.

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0703 N60514 910700000 **DFSP GUANTANAMO BAY, CUBA CU**

QUANTITY 17,085,000 8A QUANTITY 0 SA QUANTITY 0

DFSP GUANTANAMO BAY INCLUDES RQMTS FOR US NAVY VESSELS, DFSP GUANTANAMO BAY CUBA, USN HOSPITAL GUANTANAMO BAY CUBA, COAST GUARD VESSELS.

<u>LINE ITEM</u> <u>DODAAC</u> <u>SPLC</u> <u>LOCATION</u> <u>ST</u> 0704 N60514 910700000 DFSP GUANTANAMO BAY, CUBA CU QUANTITY 17,085,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GUANTANAMO BAY, CUBA. DFSP GUANTANAMO BAY INCLUDES RQMTS FOR US NAVY VESSELS, DFSP GUANTANAMO BAY CUBA, USN HOSPITAL GUANTANAMO BAY CUBA, PR HHC 24TH TRANS BN, FT EUSTIS - 97TH TRANS, COAST GUARD VESSELS.

MODE
TANKERRECEIPT*FSII
NONESDA
NONECI
NONE

LINE ITEMS 0705 - 0800 OMITTED FROM RFP SCHEDULE.

Gasoline, Auto, Midgrade, 89 Octa, MUM 2.5A

NSN: 9130-01-272-0983

PURCHASE REQUEST NO. SC0600-99-0114

MUM REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL	SET ASIDE	8(A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
725,000	0	0	725,000

- 1. Gasoline, Auto, Midgrade, 89 Octa., NSN: 9130-01-272-0983
- 2. THE TOTAL ESTIMATED MUM QUANTITY TO BE PURCHASED IS -- 725,000 OFFSHORE MUM 725,000

SUPPLIES TO BE OFFERED (DOMESTIC BULK) ESCALATOR Off Shore Mum

OFFSHORE MUM

LINE ITEM	DODAAC		SPLC	LOCATION		ST
0801	N60514		$91\overline{0700}000$	DFSP GUANTANAM	O BAY,CUBA	CU
QUANTITY 72	5,000	8A QUA	NTITY 0	SA QUANTITY 0		
MODE	RECEIPT%	FSII	SDA	CI		
TANKER	·	NONE	NONE	NONE		
THE VOLUME	WILL BE LIFT	ED IN A	MAXIMUM OF	TWO LIFTS.		

LINE ITEM DODAAC	SPLC	LOCATION	ST
0802 N60514	$91\overline{0700}000$	DFSP GUANTANAMO BAY, CUBA	CU
QUANTITY 725,000	8A QUANTITY 0	SA QUANTITY 0	

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GUANTANAMO BAY, CUBA.

B19.33 ECONOMIC PRICE ADJUSTMENT - PUBLISHED MARKET PRICE (DOMESTIC BULK) (DESC MAR 1997)

- (a) WARRANTIES. The Contractor warrants that--
- (1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
 - (2) The prices to be invoiced shall be computed in accordance with the provisions of this clause.
 - (b) **DEFINITIONS.** As used throughout this clause, the term--
 - (1) **Base unit price** means the unit price set forth opposite the item in the Schedule.
- (2) **Market price** means the price to be used in determining an economic price adjustment of the base unit price of an individual product for the market area and time period specified in this clause. The market price is derived from quotes, assessments, or sales prices in the market place for one or several items or commodity groups as reported in a consistent manner in a publication, electronic data base, or other form, as determined by an independent trade association, governmental body, or other third party independent of the Contractor.
- (i) **Base market price** means the price as shown in Column V of the Table below which is the market price from which economic price adjustments are calculated pursuant to this clause.
- (ii) Adjusting market price means the market price for deliveries during the most recent period, as defined in the Table below.
 - (3) **Date of delivery** is defined as follows:
 - (i) FOR TANKER OR BARGE DELIVERIES.
 - (A) **F.O.B. ORIGIN.** The date and time vessel commences loading.
 - (B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.
 - (ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point.
 - (iii) FOR ALL OTHER TYPES OF DELIVERIES. The date product is received.
 - (c) ADJUSTMENTS.
- (1) Subject to the provisions of this clause, the price payable shall be the base unit price in effect on the date of delivery increased or decreased by the same number of cents, or fraction thereof, that the adjusting market price increases or decreases, per like unit of measure, from the base market price.
 - (2) CALCULATIONS. All calculations shall be rounded to six decimal places.
- (3) **MODIFICATIONS.** Any resultant price changes to the base market price and base unit price shall be executed by the Contracting Officer through a weekly price adjustment modification effective each Tuesday.
- (4) **FAILURE TO DELIVER**. Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.
- (5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price, pursuant to these economic price adjustment provisions shall not exceed <u>60</u> percent of the original base unit price in any applicable program year (whether a single year or multiyear program), except as provided hereafter.
- (i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling which the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.
- (ii) If an actual increase in the established market price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

B19.33 (CONT'D)

(6) **REVISION OF MARKET PRICE INDICATOR.** In the event--

- (i) Any applicable market price indicator is discontinued or its method of derivation is altered substantially; or
- (ii) The Contracting Officer determines that the market price indicator consistently and substantially fails to reflect market

conditions,--

the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

- (d) **CONVERSION FACTORS.** If this clause requires quantity conversions for economic price adjustment purposes, the factors specified in the CONVERSION FACTORS clause shall apply, unless otherwise specified in the Schedule.
- (e) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.
- (f) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.
 - (g) TABLE.

I	II	III	IV	V
Item No.	Name of Publication	Heading under which market indicator is published and name of product	Location where market price is applicable	Base market price as of <u>August 17, 1999</u> (excludes all taxes) (see note(s) below)
EAST/GULF JP5/JP8	PLATT'S OILGRAM PRICE REPORT	JET KERO 54	U.S. GULF COAST PIPELINE	\$.561250

The reference price shall be determined as follows: 100% U.S. Gulf Coast Pipeline (Average Low and High)

EAST/GULF PLATT'S NO. 2 U.S. GULF COAST \$.529000 F76 OILGRAM PRICE PIPELINE

REPORT

The reference price shall be determined as follows: 100% U.S. Gulf Coast Pipeline (Average Low and High)

EAST/GULF PLATT'S UNL MIDGRADE 89 U.S GULF COAST \$.623000

MUM OILGRAM PRICE PIPELINE

REPORT

The reference price shall be determined as follows: 100% U.S. Gulf Coast Pipeline (Average Low and High)

B19.33 (CONT'D)

Note: "The MUM base price of \$.623000 is a 9.0 Reid Vapor Pressure (RVP) price effective August 17, 1999. The 9.0 (RVP) price shall be used whenever it is published by Platt's. However, at time when no 9.0 RVP price is published, the prevailing published price shall be used and base reference price adjusted to accommodate for price differences. At time when multiple RVP prices are published by Platt's the price for RVP closest to the 9.0 RVP shall be used. Accordingly, the following weighted average differentials shall be used to adjust the base reference/market price and are set as follows:

```
Platt's 7.8 RVP - .9792*Midgrade (USG) + .0208* normal Butane (Mt. Belvieu) Platt's 9.0 RVP - No adjustment Platt's 11.5 RVP - 1.0479* Midgrade (USG) -.0479* normal Butane Platt's 13.5 RVP – 1.0919* Modgrade (USG) -.0919* normal Butane
```

NOTE: The East/Gulf Coast adjusting market price will be firm for weekly periods and is defined as the average of the applicable daily Platt's spot assessment quotations effective for the prior week. The simple average of the daily average highs and lows of the prices effective Monday through Friday (except any days prices are not published) shall be the adjusting market price effective for the following Tuesday through Monday.

(DESC 52.216-9F33)

SECTION C

C1 SPECIFICATIONS (DESC JAN 1997)

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

C1.02 DODISS SPECIFICATIONS (DESC JUN 1999)

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the Department of Defense Index of Specifications and Standards (DODISS) dated July 1, 1998, and its supplement dated May 1, 1999.

(DESC 52.246-9FT1)

C16.01 TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC MAR 1999)

- (a) Specification MIL-DTL-5624T, dated September 18, 1998, Turbine Fuel, Aviation, Grades JP4 and JP5, applies to Table 1, modified as follows:
- (1) **FILTRATION TIME TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 4 minutes, 22 seconds, would be reported as 5 minutes.
- (2) MICRO-SEPAROMETER (MSEP) REQUIREMENTS. Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces Fuel System Icing Inhibitor (FSII) and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.
- (3) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a handblend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result on this handblend is a REPORT ONLY requirement and shall be recorded corresponding to item 750X, both on the Standardized Test Report Form (see Attachment 6 and on the DD Form 250-1. This result shall be recorded with an asterisk next to it, and with a footnote below, stating "MSEP result is a 'Report Only' requirement. Original result of _______ (fill in actual result) on product containing the following additives: ______ (fill in combination of additives)."
- (4) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241, shall be performed according to either Option A or B described below:
- (i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-5624T, an additional JFTOT test shall be performed with the temperature of the test being 275°C (530°F). Shipments will not be delayed pending results of this additional JFTOT test.
- (ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275° C (530° F) in lieu of the normal 260° C (500° F). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260° C (500° F). If both tests are performed, the results of the test at 260° C (500° F) will be the basis for acceptance or rejection of the fuel.
- (iii) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260°C shall be reported as using series "B" for item numbers 601, 602, and 603. If another temperature is used, use series "A" to report the results and item 604A to report the test temperature

C16.01 (CONT'D)

(b) ADDITIVES.

- (1) Additives are required for deliveries of JP4 and JP5, per MIL-DTL-5624T, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirement.
- (2) The DD Form 250-1 for marine shipments shall cite the type, name, and amount (in milligrams per liter) of additives added to the fuels.
- (3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-18 dated February 27, 1998. Only the following CI/LI additives are approved for inclusion in fuel shipments to overseas NATO countries: Apollo PRI-19, Octel DCI-4A, HITEC 580, NALCO/EXXON 5403, Mobilad F800, IPC 4410, and IPC 4445.
- (4) For JP4 containing hydrogen-treated blending stocks, the following applies: Where a finished fuel consists of a blend of hydrogen-treated and nonhydrogen-treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-5624T, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated shall be reported.
- (5) Line injection of additives (FSII and corrosion inhibitor) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:
- (i) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.
 - (ii) When FSII is required, additive concentration must be verified based on a representative shipment sample(s).
- (iii) Conformance to specification requirements at the custody transfer point is required; however, prior to shipment, a laboratory handblend of jet fuel with all additives required by this contract shall be tested to verify compliance with the required specification (except for Reid Vapor Pressure (RVP) and MSEP). Using a separate representative sample, RVP analysis of JP4 shall be performed without the additives present due to the sensitivity of the test to sampling and handling. MSEP analysis shall be performed per Contractor's election in MIL-DTL-5624T, dated September 18, 1998.
- (6) When the addition of Static Dissipator Additive (SDA) is required by the contract, the new formulation of STADIS 450 (active ingredient dinonlynapthylsufonic acid (DINNSA) shall be used.
- (c) **APPLICABLE TO JP5 ONLY**. For each tank of product lifted, a copy of the DD Form 250-1 or DD Form 250, whichever is applicable, shall be submitted. The laboratory analysis report conforming to the Standardized Test Report Form shall accompany the DD Form 250 or DD Form 250-1. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and the addresses shown below:

ATTN: CODE 40 NAVY PETROLEUM OFFICE 8725 JOHN J. KINGMAN ROAD SUITE 3719 FORT BELVOIR VA 22060-6224

NAVAL AIR SYSTEMS COMMAND FUELS AND LUBRICANTS DIVISION, AIR-4.4.5 ATTN: DOUGLAS F. MEARNS, BLDG 2360 22229 ELMER ROAD, UNIT 4 PATUXENT RIVER, MD 20670-1534

ATTN: DESC-BPE(LR) ROOM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD SUITE 4950 FORT BELVOIR VA 22060-6222

C16.01 (CONT'D)

(d) APPLICABLE TO JP4 ONLY.

- (1) With the exception of the fuel electrical conductivity test requirement, JP4 must meet the specification test requirements of MIL-DTL-5624T with all additives required by this contract included, except SDA. After verifying specification conformance, SDA, when required by this contract, shall be added proportionately to obtain a conductivity range of 150-600 picosiemens per meter. SDA will not be preblended with FSII, but may be injected simultaneously. The Contractor is not required to report or verify the conductivity level when SDA is injected while loading delivery conveyances due to the SDA equilibrium rate in JP4. The receiving activity will measure the conductivity and advise the Quality Representative to have the Contractor adjust the SDA injection quantity if necessary.
- (2) SDA is required to be added to all JP4 shipped directly to an end user by tank truck, tank car, barge, or pipeline without passing through a terminal. SDA is not required in shipments to (through) a DESP.
- (3) For each tank of product lifted, a copy of the DD Form 250-1 or DD Form 250, whichever is applicable, shall be submitted. The laboratory analysis report conforming to the Standardized Test Report Form shall accompany the DD Form 250 or DD Form 250-1. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and the addresses shown below:

COMMANDER SAN ANTONIO AIR LOGISTICS CENTER ATTN: SA ALC/SFTH 1014 BILLY MITCHELL BLVD SUITE 1 KELLY AFB TX 78241-5000

ATTN: DESC-BPE(LR) ROOM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD SUITE 4950 FORT BELVOIR VA 22060-6222

(DESC 52.246-9FNK)

C16.18-6 GASOLINE, AUTOMOTIVE, UNLEADED (REGULAR/MIDGRADE/PREMIUM) (DESC SEP 1998)

Product shall conform to ASTM D 4814 with the following additional requirements:

(a) **OCTANE REQUIREMENT.** The Government's octane requirement is expressed by the Anti-Knock Index (AKI). The AKI is the average of the research octane number (RON) and the motor octane number (MON). The minimum AKI values are identified in (b) below. If the AKI value is not reported, then the RON value and the sensitivity of the fuel shall be reported. The sensitivity is the difference between the RON and the MON. The sensitivity of the fuel shall be 10 or less.

(b) **PRODUCT CLASSIFICATION**. The product shall be classified as described below:

PRODUCT NOMENCLATURE	AKI, MINIMUM
Gasoline, Regular, Unleaded	87
Gasoline, Midgrade, Unleaded	89
Gasoline, Premium, Unleaded	91
	Gasoline, Regular, Unleaded Gasoline, Midgrade, Unleaded

C16.18-6 (CONT'D)

- (c) VAPOR PRESSURE. The volatility class shall be as stated in the Schedule.
- (d) **ADDITIVES.** Additives and additive concentration shall be as specified below. Application for approval of additives not listed below should be made to DESC-BP.
- (1) **OXIDATION INHIBITORS.** The gasoline shall contain not less than five pounds nor more than 15 pounds of oxidation inhibitor (active ingredient) per 1,000 barrels of gasoline. Any one of a combination of the following oxidation inhibitors may be used:
 - (i) N,N' disecondary butyl-para-phenylenediamine
 - (ii) N,N' di-isopropyl-paraphyenylenediamine
 - (iii) N,N' dioctyl-para-phenylenediamine
 - (iv) N,N'-bis-(1,4-dimethylpentyl)-para-phenylenediamine
 - (v) N,N' disecondary butyl-ortho-phenylenediamine
 - (vi) 2,6-ditertiary-butyl phenol
 - (vii) 2,6-ditertiary-butyl-4-methylphenol
 - (viii) 2,4-dimethyl-6-tertiary butylphenol
 - (ix) Triethylene tetramine di(monononyphenolate)
 - (x) Mixed tertiary butylphenols
 - (xi) N, secondary butyl, N, pheny-ortho-phenylenediamine
 - (xii) Mixed 2,6-dialkyl and 2,4,6-trialkyl phenols (containing mixed hexyl and heptyl groups)
 - (xiii) 2,4-ditertiary-butylphenol (60 weight percent minimum) and mixed tertiary butylphenols (40 weight percent maximum)
 - (xiv) 2,4-ditertiary-butylphenol (containing mono tritertiary butylphenol)
 - (xv) Butylated ethyl phenols (55 weight percent minimum) and butylated methyl and dimethyl phenols (45 weight percent

maximum)

- (2) **METAL DEACTIVATORS.** The gasoline shall contain not less than one pound nor more than three pounds of an approved metal deactivator (active ingredient) per 1,000 barrels of gasoline. Any one of the following metal deactivators may be added separately or in combination with an approved oxidation inhibitor:
 - (i) N,N' disalicylidene -1,2-ethanediamine
 - (ii) N,N' disalicylidene -1,2-propanediamine
 - (iii) N,N' disalicylidene -1,2-cyclohexanediamine
 - (iv) Disalicylidene-N-methyl-dipropylene-triamine
- (3) **CORROSION INHIBITOR.** An approved corrosion inhibitor may be added. Any corrosion inhibitor used shall be a product that is qualified under MIL-I-25017. The quantity added shall not exceed the maximum approved in the qualified products list (QPL-25017).
- (e) WATER TOLERANCE REQUIREMENT. The maximum temperature for phase separation as determined by the water tolerance test shall be $10^{\rm o}$ C.

(DESC 52.246-9FHK)

C16.23 FUEL, NAVAL DISTILLATE (F76) (DESC AUG 1998)

Military Specification MIL-F-16884J dated May 31, 1995, applies with the following modifications:

- (a) **APPEARANCE REQUIREMENT.** Delete appearance requirement in footnote 1, table 1, in the specification and replace with the following: The fuel haze rating shall not exceed 2 as determined by ASTM D 4176, procedure 2, at a maximum product temperature of 25°C (77°F) and with no visible water present.
- (b) **ACID NUMBER REQUIREMENT**. Delete the acid number requirement in table 1 in the specification and replace with the following: Acid number, mg KOH/g, max., 0.30, ASTM D 974(R), ASTM D 664.
 - (c) **COLOR DETERMINATION**. ASTM D 6045-96 may be used as a substitute test method for ASTM D 1500.
- (d) **AUTOMATED CLOUD POINT.** ASTMs D 5771-95, D 5772-95, and D 5773-95 may each be used as substitute test methods for ASTM D 2500-91.
 - (e) STABILIZER ADDITIVE. Line injection of stabilizer additive is permitted under the following conditions:
- (1) A laboratory hand blend containing the additive F76 must be tested to verify compliance with all specification requirements.
- (2) The additive must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the F76. The Contractor shall maintain records evidencing the homogeneous blending of the line injected additive. Such methods may include meter or tank gauge readings taken at intervals to provide confidence in the injection process.
- (f) **FIRST TIME CONTRACTORS.** The hydrogen content test and oxygen overpressure test for storage stability allow DESC to better predict a fuel's storage stability performance.

(1) HYDROGEN CONTENT.

- (i) The hydrogen content test method requires analysis by a Nuclear Magnetic Resonance (NMR) instrument, and is written around a particular brand of equipment. Proposals for use of NMR equipment produced by other manufacturers will be considered, provided the procedural and repeatability/reproducibility limits of ASTM D 4808-92 can be met.
- (ii) Various independent research labs have the capability to run the hydrogen content test on a fee-for-service basis. The Contractor may propose use of an outside lab throughout the contract period provided he is willing to ensure that the results are obtained prior to product shipment. This may not be a practical alternative because of constraints on tankage or the distance and time involved to transport the sample(s), but it could become more attractive if only a small number of product batches are to be tested. The name and phone number for a U.S. laboratory that performs this service is available upon request.

(2) STORAGE STABILITY TEST.

- (i) The oxygen overpressure test (ASTM D 5304-94) has been demonstrated to more effectively predict the tendency of a fuel to deteriorate during long term storage than the conventional 16 hour ASTM D 2274-94 test. Because F76 may be stored for periods of up to a year or longer prior to use, it is important for DESC to be able to anticipate the likelihood that fuel will form insoluble solids and/or substantially darken during periods of storage. The atmosphere pressure stability test (ASTM D 2274-94) can only achieve similar predictive capability when extended to a period of 40 hours.
- (ii) Names and phone numbers for a suitable source for the components of the oxygen overpressure test apparatus are available upon request.
- (3) **TIMELY RECEIPT OF TEST EQUIPMENT.** In the event that the test method described above (hydrogen content/storage stability) cannot be performed immediately upon award of a contract due to the length of time required for ordering, shipping, setup and test of the new equipment, or an independent laboratory capable of performing the testing cannot be found, suppliers may, for a period of up to 120 days from date of award, supply F76 without test data for hydrogen content by NMR and/or total insolubles formed by ASTM D 2274-94 (40 hour)/ASTM D 5304-94 on the condition that a QUALIFIED STABILIZER ADDITIVE (per QPL 24682 dated May 4, 1992) is added to the fuel. After the 120 day grace period, the Contractor must demonstrate product conformance to the hydrogen content and storage stability test requirements stated above on each batch of F76 supplied.

C16.23 (CONT'D)

(g) **REPORTS.** Laboratory reports shall be in the Standard Report Format given in Attachment <u>6</u>, Standardized Format for Use in the Preparation of Product Test Reports. Each laboratory report will represent the total quantity of product shipped from that shipping tank (quantity should match what would be reflected on the DD Form 250 or DD Form 250-1), not the volume at the time of sampling. Insure that test methods or test codes as defined in the Standard Report Format are specified on the report. Mail one copy of the DD Form 250 or DD Form 250-1 with a copy of the test report in the Standard Report Format to--

DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-BPE(LR), ROOM 2954 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222

In addition, copies of the applicable DD Form 250 or DD Form 250-1 shall be submitted with a laboratory analysis report for each tank of product lifted. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and the address shown below:

CODE 03M3 COMMANDER NAVY SEA SYSTEMS COMMAND 2531 JEFFERSON DAVIS HIGHWAY ARLINGTON, VA 22242-5160 ATTN: CODE PSP
COMMANDING OFFICER
NAVY PETROLEUM OFFICE
8725 JOHN J. KINGMAN ROAD, SUITE 3719
FORT BELVOIR, VA 22060-6224

(h) **RED DYE.** (**Does not apply to Atlantic/Europe/Mediterranean or Western Pacific Overseas Bulk purchase programs unless offering refinery is located in the United States or one of its possessions.**) Red dye required in off-highway diesel fuel in accordance with 40 CFR Part 80 as modified by the Environmental Protection Agency's interim final rule published in the Federal Register dated July 14, 1994, shall not be added to F76 supplied. The finished product shall show no visual evidence of red dye. This product is for military, off-highway use only and must be segregated at all times from any diesel fuel used on-highway.

(DESC 52.246-9FBE)

C16.64-3 TURBINE FUEL, AVIATION (JP8) (DESC DEC 1998)

Aviation Turbine Fuel shall conform to MIL-T-83133D, dated January 29, 1992, modified as follows:

- (a) **DELIVERIES TO ALASKA.** For fuels destined for Alaska locations only, the total acid number specification limit is relaxed to 0.020 mg KOH/g maximum. Fuel destined for locations outside of Alaska must meet the original acid number specification limit cited in MIL-T-83133
 - (b) FREEZING POINT. In addition to ASTM D 2386-88, ASTM D 5901-96 and ASTM D 5972-96 are permitted for JP8.
 - (c) **COLOR DETERMINATION.** ASTM D 6045-96 may be used as a substitute test method for ASTM D 156.
- (d) **ADDITIVES.** Additives are required for deliveries of JP8 per MIL-T-83133, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirements.
- (1) Metal deactivator additive shall not be used in JP8 unless the supplier has obtained written consent from the Procuring Activity. If written approval has been granted, a metal deactivator, N,N-disalycylidene-1,1-propanediamine, may be blended into the fuel in an amount not to exceed 5.7 mg active ingredient per liter of fuel.
- (2) For JP8 containing hydrogen treated blendstocks, the following applies: Where a finished fuel consists of a blend of hydrogen treated and nonhydrogen treated components, the requirement for mandatory addition of antioxidant (MIL-T-83133, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated shall be reported.

C16.64-3 (CONT'D)

- (3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-18 dated February 27, 1998.
- (4) When required, Fuel System Icing Inhibitor (FSII) shall conform to MIL-I-85470A, dated August 8, 1990, at a concentration of 0.10 to 0.15 volume percent, unless otherwise stated in the Schedule.
- (5) Static Dissipator Additive (SDA) is required to be added to all JP8 shipped directly to an end user without passing through a terminal. SDA is not permitted in shipments to/through a fuel terminal that supplies an end user unless authorized in the Schedule. When SDA is required by this contract, it shall be added proportionately to obtain a conductivity range of 150-450 picosiemens per meter. The new formulation of STADIS 450 (active ingredient dinonlynapthylsulfonic acid (DINNSA)) shall be used when SDA is required.
- (6) Line injection of additives (FSII, corrosion inhibitor, and SDA) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:
- (i) A laboratory hand blend containing the required additives and jet fuel must be tested to verify compliance with the required specification. (Micro-Separometer (MSEP) can be performed without SDA present.)
- (ii) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.
- (iii) When FSII is line injected, additive concentration (refer to MIL-T-83133 specification for test methods permitted) must be verified based on a representative shipment sample(s).

(e) TESTING.

(1) PARTICULATE CONTAMINATION (PC) TESTING AND FILTRATION TIME (FT) TESTING.

(i) Delete the JP8 particulate matter and filtration time requirements and replace as shown below:

<u>CHARACTERISTIC</u>	<u>REQUIREMENT</u>	TEST METHOD
Particulate matter, mg/L, maximum	1.0	ASTM D 5452-96
Filtration time, minutes, maximum	15	see below

- (ii) **PC/FT TESTING.** A minimum sample size of one gallon shall be filtered. Use of two membrane filters (a test membrane filter and a control membrane filter) is not required. Use of a single filter is acceptable.
- (iii) **PC TESTING.** The procedure in Appendix A to MIL-T-83133 as modified below, may also be used for the determination of particulate matter as an alternate to ASTM D 5452-96.
- (iv) **FT TESTING.** Filtration time shall be determined in accordance with the procedures in Appendix A to MIL-T-83133, modified as shown below:
 - (A) Delete all references to ASTM D 2276 and replace with ASTM D 5452-96.
 - (B) Apparatus shall be as described in Figure 2 of ASTM D 5452-96.
 - (C) Preparation of apparatus and sample containers shall be performed as described in paragraph 8 of ASTM D 5452-96.
 - (D) Sampling shall be performed as described in paragraph 9 of ASTM D 5452-96.
- (E) Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 10 minutes, 18 seconds, would be reported as 11 minutes.
- (e.g., trucks) and insufficient time is available for the fuel to reach equilibrium before departure of the conveyance, the Contractor is not required to report or verify the conductivity level. This does not relieve the Contractor of the requirement to inject SDA homogeneously and in sufficient quantity to obtain a conductivity level which the Contractor would anticipate to be between 150 and 450 picosiemens per meter once fuel is at equilibrium. The receiving activity will measure the conductivity and advise the Quality Representative to have the Contractor adjust the SDA injection quantity if necessary.

C16.64-3 (CONT'D)

(3) WATER SEPARATION INDEX MODIFIED (WSIM)/MSEP RATING LIMITS.

(i) The requirements of Footnote 9 to Table I in the specification (MIL-T-83133) are deleted and replaced as shown

below:

<u>ADDITIVE</u>	MSEP LIMIT (MINIMUM)
Antioxidant (AO)* and Metal Deactivator (MDA)*	85
AO*, MDA* and Fuel System Icing Inhibitor (FSII)	85
AO*, MDA* and Corrosion Inhibitor/Lubricity Improver (CI/LI)	80
AO*, MDA*, FSII and CI/LI	70

^{*}The presence or absence of these additives does not change these limits.

(ii) Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces FSII and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

(iii) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain

	nal MSEP test shall be perfo d is a REPORT ONLY requ				*
(see Attachment $\underline{6}$) as in	tem 750X. This result shall	l be-recorded with an aste	erisk next to it and a footr	note below stating "MSE	P result is a report
only requirement." Ori	iginal result of	on product containing t	he following additives ap	plies:	

- (4) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241-96A, shall be performed according to either Option A or B described below:
- (i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-T-83133, an additional JFTOT shall be performed with the temperature of the test being 275° C (530° F) in lieu of the normal 260° C (500° F).
- (ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275° C (530° F). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260° C (500° F). If both tests are performed, the results of the test at 260° C (500° F) will be the basis for acceptance or rejection of the fuel.
- (5) **EXISTENT GUM.** The existent gum test (ASTM D 381-94E1) may be performed using air as the vaporizing medium in lieu of steam.

C16.64-3 (CONT'D)

(f) **REPORTS.**

(1) Copies of the applicable DD Form 250 or DD Form 250-1 shall be submitted with a laboratory analysis report in Standardized Test Report Format for each tank of product lifted. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and the address shown below:

COMMANDER SAN ANTONIO AIR LOGISTICS COMMAND ATTN: SFTH 1014 BILLY MITCHELL BLVD, SUITE 1 KELLY AFB, TX 78241-5603

- (2) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260°C shall be reported using series "B" for item numbers 601, 602, and 603. The results obtained at 275°C shall be reported using series "C" for item numbers 601, 602, and 603. A separate report form is not required for the 275°C test result.
 - (3) The DD Form 250-1 for marine shipments shall cite the type, name and amount of additives added to the fuel. (DESC 52.246-9FNW)

SECTION E

THE FOLLOWING CLAUSE APPLIES TO--

- 1. ALL LUBRICATING OIL DELIVERIES.
- 2. ALL AVIATION FUEL DELIVERIES.
- 3. ALL BULK DELIVERIES; <u>EXCEPT</u> FOR PC&S BULK DELIVERIES WHERE THIS CLAUSE APPLIES ONLY TO DELIVERIES BY BARGE, VESSEL, OR PIPELINE.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC DEC 1998)

(a) **QUALITY CONTROL PLAN.**

- (1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Systems MODEI for Quality Assurance in Design/Development, Production Installation, and Servicing, or Q92 (ISO9002) Quality Systems MODEI for Quality Assurance in Production and Installation. If the contractor chooses to comply with Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.
- (2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government.
- (3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies to be furnished under the contract:
 - (i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;
- (ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product. Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios. When procedures for line injection of additives for products in accordance with a clause that contains LINE INJECTION OF ADDITIVES as used, the QCP will provide procedures for proportionately injecting additives throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel, procedures for maintaining recordings evidencing the homogeneous blending of all line injected additives. Prior to shipment, a procedure for a laboratory hand blend of jet fuel with all additives required by the contract shall be tested to verify compliance with the required specification;
- (iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, (ASTM D 4057) Sampling of Petroleum and Petroleum Products, and/or Section 2, (ASTM D 4177), Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. NOTE: For f.o.b. origin tanker, barge, and pipeline shipments, a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, is required at the custody transfer point. For other than f.o.b. origin shipments, Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;

E1 (CONT'D)

- (iv) **TESTING.** Types of tests and test methods/procedures to be performed on samples taken from each location identified in (iii) above, and may be incorporated by test method reference in the QCP, if complete reference is available at the place of performance. See Table III, "Definition of Test Series." below;
- (v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate; and, a program for meters used to determine quantity complying with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API or IP publications, the applicable manufacturer's recommended calibration method, or methods outlined in the applicable industry publication, shall be used if acceptable to the Government;
- (vi) STORAGE AND HANDLING. Procedures for quality determination and maintenance of physical equipment necessary to ensure product integrity. Includes a description of storage and handling equipment including tanks, lines, valves, and manifolds used; identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water, filtration, circulation, drying; and identification of any other process/system used in maintaining product integrity during storage and handling;
- (vii) **LOADING AND SHIPPING, GENERAL.** Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point in order to maintain product integrity. System must be a dedicated or properly isolated common system incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves are present in the system, the contractor shall provide their quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. Procedures for conditioning and testing of improperly isolated systems to the custody transfer point (including loading arm and hoses used). For in-line blending of non-aviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS clause;
- (viii) LOADING AND SHIPPING TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS. Inspect conveyances prior to loading to determine quality/quantity suitability to load as follows: All compartments have been prepared in accordance with Table IV, Conversion Chart for Tank Cars, Tank Trucks, and Intermodal Containers, below. Preparation requirements include hoses. Conveyances carrying lubricating oil will be dry and free from loose rust, scale, and dirt. Conveyances carrying other products will be dry and substantially free from loose rust, scale and dirt. (Procedures to confirm, prior to loading, quality and quantity of product in conveyance when requested by the ordering office to "load on top." Reject conveyance if product cannot be identified or product on board does not meet specification of intended load product. Provide for documentation of load on top occurrences for volume of product prior to load, loaded quantity, and total volume on board the conveyance. Confirm quality and quantity of loaded conveyance.) Provide for investigating discrepancies in either recorded quality or quantity. When required by the contract, seal conveyance and record seal numbers on the DD Form 250. Strainers and filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.
 - (A) All aviation fuel shall be passed through strainers of 100 mesh or finer screen:
- (B) All lubricating oil products, including preservatives, having a kinematic viscosity at 100°F of 20.0 centistokes or less shall be passed through a 100 mesh or finer screen;
- (C) All lubricating oil products, including preservatives, having a kinematic viscosity greater than 20.0 centistokes at 100°F, but less than 22.0 centistokes at 210°F, shall be passed through a 60 mesh or finer screen; and
- (D) The Contractor shall furnish and periodically inspect strainers and filters pursuant to this paragraph to determine condition and perform maintenance as necessary, keeping a written record thereof.
 - (ix) LOADING AND SHIPPING TANKERS AND BARGES.
- (A) For f.o.b. destination Contractor-supplied tankers/barges. State procedures to be used to ensure vessels are suitable to load the intended product.

E1 (CONT'D)

- (B) For f.o.b. origin Government supplied tanker/barges. Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for preload discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes, cleaning procedures, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Procedures for commencement of loading into one tank (up to 3 feet). Then switching to at most two other vessel tanks during sampling and testing (Table I). Procedures for the transportation of samples from vessel to the testing facility. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for investigating discrepancies in quality (mandated if off_specification or out of testing tolerance) and quantity (mandated if ship to shore variance is greater than 0.5 percent or figures suspect) on loaded conveyance.
- (C) For both f.o.b. origin and destination supplied tankers/barges. Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted. Procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, bills of lading, customs documentation, and results of quality/quantity investigations. <u>Authority to release a Government furnished vessel</u> rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250-1.
- (x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending and/or injection records, vessel port logs, vessel notice of readiness, calibration documents, and the DD Forms 250 and 250-1 and continuation sheet(s). These records and reports will include by whom, where, and how prepared, and retention information. The DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR). The DD Form 250 and DD Form 250-1 shall identify type, brand name, and amount of additive(s).
- (xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.). The corrective action procedures shall include notification of the OR.
- (4) The QCP shall identify one individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.
 - (5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.
- (6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.
- (b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.
- (c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions of the SHIPMENT AND ROUTING clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for intended product.

E1 (CONT'D)

- (d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.
- (e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.
- (f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.
- (g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.

TABLE I

MINIMUM SAMPLING AND TESTING REQUIREMENTS⁽¹⁾

LOCATION	CATION WHEN SAMPLED		TYPE OF TEST		
Refinery/Terminal Shipping Tank	Each Batch Prior to Commencement of Shipping	All Level or Single Tank Composite	A (2)		
2. Shipping Line (All MODEs):	Prior to Loading/Shipping	Line			
Dedicated Line			В		
Common Line 3. Custody Transfer Point	Immediately After Start of Shipment	Line	С		
Tanker/Barge/Pipeline Custody Transfer Point	During Loading/Shipment	Representative Sample See Note, paragraph E1.a.(iii)	Retain Only		
5. Tanker/Barge/Pipeline Custody Transfer Point	Hourly	Line	Visual (3) plus additive analysis for FSII & SDA, if line injected		
6. Tanker/Barge First-In	After maximum of 3 feet loaded	Spot	C - plus Particulate and additive analysis for FSII & SDA, if line injected		
7. Tanker/Barge	After Loading	Each Compartment	Workmanship, Density		
8. Tanker/Barge	After Loading	Multi-Tank Composite of Each Product Loaded	В		
9. Tank Car/Truck Loading Rack	After change of source tank.	Line	C - plus additive analysis for FSII & SDA, if line injected		
10. Tank Cars/Truck/ Intermodal Containers	After Filling	All-Level	Workmanship: When loading lubes and FSII		

NOTES FOR TABLE I:

- (1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.
- (2) AFTER A TYPE C TEST ON AN UPPER, MIDDLE, AND LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT. HOMOGENEITY REQUIREMENT IS DEFINED AS WHEN THE UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS (MINIMUM DENSITY/API GRAVITY) FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD.
- (3) CONTINUOUS IN-LINE ANALYZERS (I.E., DENSITY AND/OR FLASH POINT) ARE ACCEPTABLE, IN LIEU OF HOURLY EVALUATIONS, IF QUALITY IS ASSURED. WHEN CONTINUOUS IN-LINE ANALYZERS ARE PRESENT IN THE SYSTEM, THE CONTRACTOR SHALL PROVIDE ITS QUALITY CONTROL PROCEDURES AT TIME OF OFFER TO THE CONTRACTING OFFICER FOR DETERMINATION OF ACCEPTABILITY.

TABLE II

SAMPLE RETENTION

TYPE OF SAMPLE	MINIMUM QUANTITY	RETENTION PERIOD
Bulk Additives	2 Liters	Until Receipt and Quality Verification of New Lot/Batch
Drummed Additives	1 Liter	When Stocks Exhausted
Shipping Tank(s)	20 Liters - for Aviation Fuels and Lubricating Oils	45 Days
	10 Liters - for all other Fuels	
Composite Line	20 Liters - for Aviation Fuels and	45 Days
(Tanker/Barge)	Lubricating Oils	
	10 Liters - for all other Fuels	
Composite Line	20 Liters - for Aviation Fuels and	45 Days
(Pipeline)	Lubricating Oils	
	10 Liters - for all other Fuels	
Tank Truck/Car,	1 Liter	15 Days
Intermodal Container		(Lubes - 45 days)
Tanker/Barge Composite	20 Liters - for Aviation Fuels and	45 Days
	Lubricating Oils	
	10 Liters - for all other Fuels	
Tanker/Barge	0.5 Liter	45 Days
Each Compartment		

E1 CONT'D

TABLE III DEFINITIONS OF TEST SERIES

I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.

II. TYPE B & C: As shown in the table below for each product. Properties and test methods will be in accordance with

the product specification for each grade identified in the solicitation/contract.

	AVGA		TURB FUEL		MOGA		DIESE	LS/	BURN FUELS		LUBE	S	FSII
TEST PROPERTIES	В	C	В	C	В	С	В	С	В	C	В	C	С
Appearance	*	*	*	*	*	*	*	*			*	*	*
Particulate content	*		*								*		
Filtration Time			*										
Color	*	*	*	*	*	*	*	*			*	*	
Density <i>or</i> API Gravity or Specific Gravity	*	*	*	*	*	*	*	*	*	*	*	*	*
Distillation	*		*		*		*						
Corrosion, Copper Strip	*		*		*								
Existent Gum	*		*		*								
Carbon Residue							*		*				
Lean or Rich Ratings	*												
Reid Vapor Pressure	*		*		*								
Water Reaction			*										
Lead Content	*												
Freeze Point			*										
Flash Point			*	*			*	*	*	*	*	*	
FSII Content			*										
Microseparometer			*										
Conductivity			*										
Sediment & Water									*	*			
Viscosity									*		*	*	
Water Content									*		*	*	*
Foam Test											*	*(1)	*

 $[\]ast\,$ THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.

⁽¹⁾ Only ASTM D 892 sequences 1 and 2 will be performed.

TABLE IV

<u>CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS</u>(1)

	PRODUCT TO BE LOADED						
LAST PRODUCT CARRIED (2)	JET FUEL JP-4 JET B MOGAS AVGAS	JET FUEL JP-5 JP-8 JET A/A1 DF-A, DL-A DFW KSN, KS1	DIESEL FUEL F76 (B) DF-1, 2 DL-1, 2	LUBRICATING OILS	FSII		
AVGAS MOGAS JP-4 JET B	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY		
JP-8, JP-5 JET A/A1 DF-A, DL-A DFW, KSN, KS1	DRAIN EMPTY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)		
F-76 DF-1, -2 DL-1, -2 ASTM D 975 NO. 1D, 2D ASTM D 396 NO. 1, 2	STEAM DRY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)		
ASTM D 396 NO. 4L, 4, 5L, 5H, 6 IFOs ASTM D 975 NO. 4D	NO LOAD	NO LOAD	NO LOAD	NO LOAD	NO LOAD		
LUBRICATING OILS	NO LOAD	NO LOAD	STEAM DRY	DRAIN EMPTY (A)	NO LOAD		
JET FUEL JPTS, JP-7	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	STEAM DRY		
FSII	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	DRAIN EMPTY		

NOTES FOR TABLE IV:

- (1) When required, drain and empty includes the pump(s), filter(s), meter(s), and hose(s) as applicable.
- (2) If a product is not listed in this column, permission to load and conveyance preparations require a waiver.
- (A) Applicable only when loading the same specification lubricating oils; otherwise, steam and dry.
- (B) If previous cargo contained dye marker, all traces of color must be removed.
- (C) If product to be loaded does not contain dye, the vehicle must not contain any traces of dye prior to loading.

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

- (a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.
- (2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

E5 (CONT'D)

- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (1) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contractor Gofficer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

E14.02 INSPECTION AND ACCEPTANCE (BULK/SPR) (DESC MAR 1996)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. Acceptance occurs when the authorized Government Representative signs the Material Inspection and Receiving Report (DD Form 250 series). The office responsible for inspection, on behalf of the Government, shall be as follows:

SOURCE OF PRODUCT

ITEM(S) AND/OR SHIPPING POINT

INSPECTOR(S)

(DESC 52.246-9FH5)

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997)

- (a) The following procedures apply to requests for specification waivers.
- (1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.
- (2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.
- (3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.
- (4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).
- (b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES FIXED-PRICE clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--
 - (1) Consideration commensurate with the extent of nonconforming supplies; and
 - (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

E40.05 MATERIAL INSPECTION AND RECEIVING REPORT (DESC JAN 1998)

(a) One copy of the documents and reports listed below shall be mailed to--

ATTN DESC-BPE(LR) ROOM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN ROAD SUITE 4950 FORT BELVOIR VA 22060-6222

(b) Laboratory reports shall be in the Standard Report Format given in Attachment __6__ for the Standardized Format for Use in Preparation of Product Test Reports. A laboratory report will represent the total quantity of product shipped from that batch in the shipping tank. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement. Use the guidelines below to determine when to submit the laboratory reports.

E40.05 (CONT'D)

- (1) **MARINE SHIPMENTS.** Submit a completed DD Form 250-1 for all products shipped. If more than one shipping tank was used for the lift, include a complete analysis of each shipment tank and clearly indicate the quantity of product drawn from each tank. Laboratory results can either be on the DD Form 250-1 or included as separate attachments. Insure test methods or test codes as defined in the Attachment are specified on the test report.
- (2) **PIPELINE SHIPMENTS.** Submit a completed DD Form 250, copy of order (DD Form 1155), and complete laboratory results for total quantity of product shipped from each shipping tank used to fill the order. Insure test methods or test codes as defined in the Attachment are specified on the test report.
- (3) **TRUCK AND RAIL CAR SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Quantity on laboratory report should represent total volume delivered to the U.S. Government from that source tank and not the tank capacity. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(DESC 52.246-9FG1)

SECTION F

F1 DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DESC NOV 1996)

- (a) On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--
 - (1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.
- (2) Unless otherwise specified in the Schedule, all deliveries shall be made upon the day specified in the order provided that the Contractor shall have received the order at least 48 hours prior to the day so specified, except for deliveries--
- (i) By pipeline (other than into vessel, dredge, or barge for use as ships' bunkers) for which the Contractor shall be given 15 days' notice prior to the date so specified; and
- (ii) Into vessel, dredge, or barge by any means of delivery including pipeline for use as ships' bunkers, for which deliveries the Contractor shall be given 24 hours' notice prior to the specific time delivery is to be made.
- (3) All packaged or drummed material to be delivered f.o.b. boxcar, truck, or lighter shall be loaded (braced and blocked where necessary) by the Contractor as follows:
 - (i) RAIL SHIPMENTS IN CONTINENTAL UNITED STATES AND ALASKA.
 - (A) In accordance with the LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS clause.
- (B) To the extent there is no conflict between the standards mentioned in paragraph (a) of the LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS clause, when a freight advantage to the Government would result, the Contractor will load boxcars to maximum capacity, including multiple tiering.
- (ii) **TRUCK SHIPMENTS IN THE UNITED STATES.** In accordance with ICC Regulations and best commercial practices.
- (iii) RAIL SHIPMENTS AND TRUCK SHIPMENTS OVERSEAS, POSSESSIONS AND TERRITORIES. In accordance with best commercial practices and local regulations, or as indicated in the Schedule.
 - (iv) **LIGHTER.** In accordance with best commercial practices.
- (4) Except for supplies delivered f.o.b. boxcar, truck, or lighter, title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving conveyance. Title to supplies delivered f.o.b. boxcar, truck, or lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car, truck, or lighter is released to, and accepted by, the carrier.
- (b) On items calling for delivery f.o.b. destination by means of tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--
- (1) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination and by means of the transportation equipment specified in the Schedule or, if no specific destination is indicated in the Schedule, to the destination specified in the order. (For activities listed in DESC Handbook 4525.1 as last revised, the shipping addresses stated herein shall apply.) Delivery shall be accomplished at Contractor's expense into Government storage or into the type of receiving equipment otherwise specified in the Schedule or in the order, except for--
- (i) Delivery by tank car which shall be accomplished by spotting the car alongside the unloading manifold connection at the specified destination;
 - (ii) Delivery by boxcar which shall be accomplished at the specified destination as follows:
- (A) If such activity has a railroad siding, by spotting the car alongside the unloading platform or elsewhere at such destination as may be designated by the receiving activity;

F1 (CONT'D)

- (B) If such activity does not have a railroad siding at the unloading platform of the railroad siding serving such activity, and if the freight tariff provides for free pickup and delivery service, delivery shall be made to the activity specified in the order;
- (iii) Delivery by truck which shall be accomplished by spotting the truck at the unloading platform at the specified destination and by placing the drummed or packaged supplies at the tailgate of the truck; and
 - (iv) Delivery by lighter which shall be accomplished as indicated in the Schedule.
- (2) Unless otherwise specified in the Schedule, all deliveries by tank car or boxcar shall be made within 24 hours from the time specified in the order, provided that such order shall have been received by the Contractor at least 120 hours prior to the time so specified; all other deliveries, except as hereinafter indicated, shall be made on the day specified in the delivery order and unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that such order shall have been received by the Contractor at least 48 hours prior to the days so specified. Pipeline deliveries (except those into vessel, dredge, or barge) shall be made on the day specified in the delivery order, provided the order shall have been received by the Contractor at least 15 days prior to the day so specified. Delivery into vessels, dredges, or barges from a marine service station or by means of transport truck, truck and trailer, tank wagon, or pipeline shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made.
- (3) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:
- (i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and
- (ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.
- (4) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.
- (5) When delivery of fuel oil or lubricating oil is made by tank car, such car shall be equipped with steam coils, if specified in the order, to facilitate the unloading of such product.
- (6) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.
 - (7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility-
- (i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment which is poorly maintained, may be refused entrance to the installation by the installation Commander.
- (ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.
- (8) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.
- (9) Except for supplies delivered by tank car, boxcar, truck, or lighter, title to supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities. Title to supplies delivered by tank car or boxcar, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car is released by the carrier for unloading. Title to supplies delivered by truck, and risk of loss thereof, shall pass from the Contractor to the Government when the drummed or packaged supplies are removed from the truck. Title to supplies delivered by lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the receiving vessel's tackle is attached to the supplies to be unloaded.

 (DESC 52.247-9FA1)

THE FOLLOWING CLAUSE APPLIES TO PIPELINE DELIVERIES ONLY.

F1.08 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

- (a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is from date of award through **MARCH 31, 2001**.
- (b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to **APRIL 1, 2000.**
- (c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period <u>APRIL 1, 2000</u> through <u>MARCH 31, 2001</u> shall not be required to--
- (1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by <u>365</u> days; or
- (2) Accumulate any such product at any such location and to subsequently make deliveries in excess of <u>8.33%</u> in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than <u>8.33</u> percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of <u>8.33%</u> per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such <u>8.33%</u> quantity.
- (d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

THE FOLLOWING CLAUSE APPLIES TO TANK TRUCK DELIVERIES ONLY.

F1.08.100 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

- (a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is from date of award through MARCH 31, 2001.
- (b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to APRIL 1, 2000.
- (c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period <u>APRIL 1, 2000</u> through <u>MARCH 31, 2001</u> shall not be required to--
- (1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by <u>260</u> days; or
- (2) Accumulate any such product at any such location and to subsequently make deliveries in excess of <u>8.33%</u> in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than <u>8.33</u> percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of <u>8.33%</u> per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such <u>8.33%</u> quantity.
- (d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

THE FOLLOWING CLAUSE APPLIES TO BARGE AND TANKER DELIVERIES.

F1.08.200 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

- (a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is from date of award through **MARCH 31, 2001**.
- (b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to **APRIL 1, 2000.**
- (c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period <u>APRIL 1, 2000</u> through <u>MARCH 31, 2001</u> shall not be required to--

Accumulate any such product at any such location and to subsequently make deliveries in excess of 8.33% in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than 8.33 percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of 8.33% per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such 8.33% quantity.

(d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999)

- (a) **QUANTITY**. The quantity of supplies furnished under this contract shall be determined as follows:
 - (1) DELIVERIES INTO OR BY TANKER/BARGE.
 - (i) F.O.B. ORIGIN.
- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Shore tank measurements; or
 - (b) Calibrated meter.
 - (B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION.

- (A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--
 - (a) Receiving shore tank measurements; or
 - (b) Calibrated meters on the receiving tank system.
 - (B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) DELIVERIES INTO OR BY PIPELINE.

- (i) F.O.B. ORIGIN.
- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Calibrated meter; or
 - (b) Shipping tank measurements.
 - (B) The Government will have the right to have a representative present to witness the measurement of quantity.
 - (ii) F.O.B. DESTINATION.
- (A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of-
 - (a) Receiving tank measurements; or
 - (b) Calibrated meter (if the facility is so equipped).
 - (B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity,
- (iii) **F.O.B. JUNCTION**. On items requiring delivery f.o.b. junction of Contractor-owned or controlled pipeline and Government-owned or controlled pipeline, the quantity shall be determined (at the Government's option) on the basis of--
 - (A) Calibrated meter; or
 - (B) Shipping tank measurements. Pipeline between shipping tank and f.o.b. point shall be full at the time of tank gaugings.
 - (C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.
 - (3) **DELIVERIES INTO OR BY RAIL TANK CAR.**
 - (i) F.O.B. ORIGIN.
- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Calibrated meter; or
 - (b) Weight, using calibrated scales; or
 - (c) The certified capacity table for the rail tank car.
 - (B) The Government will have the right to have a representative present to witness the measurement of quantity.

F1.09 (CONT'D)

- (ii) **F.O.B. DESTINATION**. On items requiring delivery on an f.o.b. destination basis, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--
 - (A) The certified capacity table of the rail tank car received; or
 - (B) Weight, using calibrated scales; or
 - (C) Calibrated meter.
 - (D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.
 - (4) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.

(i) F.O.B. ORIGIN.

- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Certified capacity tables of the conveyance loaded; or
 - (b) Calibrated meter; or
 - (c) Weight, using calibrated scales.
 - (B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION.

- (A) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of—
 - (a) Weight, using calibrated scales; or
 - (b) A calibrated meter on the receiving tank system.
- (B) If the Government does not elect to use one of the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of-
 - (a) Calibrated meter;
 - (b) Certified capacity tables. The tables must be made available at the time of delivery;
- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is delivered; or
- (d) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales.

(iii) WATER BOTTOMS.

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.
- (b) **VOLUME CORRECTION**. Volume correction to gallons at 60°F (or liters at 15°C) is required for-
 - (1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail tank cars.
- (2) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).
- (3) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.
- (c) **MEASUREMENT STANDARDS**. All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS) Outside the U.S., other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:
- (1) API MPMS Chapter 11.1, Volume Correction Factors (API 2540/AASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine shall be the referee method.
 - (i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).
 - (ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).
 - (iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).
- (iv) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.
- (v) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels of 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.

F1.09 (CONT'D)

- (vi) If the original measurement is by weight and quantity is required in U.S. gallons, then-
 - (A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.
 - (B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F.
- (2) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.
- (3) **API MPMS Chapter 12, Calculation of Petroleum Quantities**. All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer. (DESC 52.211-9F95)

F14 SHIPMENT AND ROUTING (DESC JUN 1990)

- (a) The Contractor shall make shipments of the supplies called for by this contract, or ordered hereunder, if this is an indefinite delivery contract, by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.
- (b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; provided, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that Contractor finds unsatisfactory for loading shall be reported as follows:
 - (1) TANKERS AND BARGES. Report to the Quality Representative (QR).
- (2) **TANK CARS.** Report to the QR and by wire (Government rate collect) to Commander, Eastern Area, Military Traffic Management Command, ATTN: MTE-INR-O, Bayonne, NJ 07002. Any shortage or overage of tank cars shall be similarly reported.
- (3) **PIPELINE, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the Quality Representative and to carrier's general office, or to home base or station, of such equipment.
- (4) If the supplies are for the Defense Fuel Supply Center, also report in each case above to the Defense Fuel Region having jurisdiction over the territory in which shipment originates.
- (c) If the supplies are to be delivered f.o.b. pipeline, barge, tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--
- (1) The Contractor shall ship the supplies under Government Bills of Lading, which will be furnished or arranged for by the Defense Fuel Region placing orders, unless otherwise specified. If requested by the Government, the Contractor shall prepare Government Bills of Lading.
- (2) The Contractor shall comply with transportation and routing instructions furnished by the Defense Fuel Region. Such instructions will include carrier names, routes, route order numbers, and other pertinent shipment information. The Contractor shall be responsible for the scheduling of commercial transport trucks to its plant in accordance with such routing instructions and consonant with the applicable order. All charges due to Contractor caused delays at the loading facility, including improper equipment scheduling, will be the responsibility of the Contractor.
- (3) On f.o.b. destination items involving multiple car or truck load shipments, the Contractor shall assign one shipment number for shipments of Petroleum made on the same day, to the same destination, against the same contract line item.
- (d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice that shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.
- (e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges (where sea suction and overboard discharge valves exist), whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.
- (f) (1) If Government-owned or leased tank cars are furnished, the Contractor will maintain records showing each day a car is received or forwarded by car number and will furnish this information to the Defense Fuel Regional Office upon receipt.
- (2) Bottom outlet gaskets and manway cover gaskets, when required due to deterioration or loss, shall be furnished and applied to tank cars by the Contractor.
- (3) The Contractor shall (i) inspect empty Government-owned tank cars located on the Contractor's premises and (ii) ship tank cars located on the Contractor's premises to repair facilities as directed by the Government.
- (g) Placards, as required by 49 CFR 172.506 and 49 CFR 172-508, shall be furnished and affixed to all tank cars and tank trucks by the Contractor unless placards are already affixed.
- (h) The Contractor shall inspect all shipping conveyances prior to loading to insure that product loaded will not be lost or contaminated by the condition of the equipment. Tank truck inspection must be performed by qualified Contractor personnel. Delegation of this responsibility shall not be passed to the tank truck operator/driver. The tank truck operator/driver may be permitted to physically load the tank truck; however, the loading operation must be under the surveillance and direction of Contractor personnel.

(DESC 52.247-9FH1)

F15 BARGE AND/OR T1 CLASS TANKER DEMURRAGE AND LOADING CONDITIONS (DESC MAR 1994)

On items calling for delivery f.o.b. barge and/or T1 Class tanker at origin--

(a) **DELIVERY DATES.**

- (1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. barge and/or T1 Class tanker at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 15 days in advance of the date on which delivery is to be made, which date is hereafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, and the cargo number, and, if then available, the name of the barge and/or T1 Class tanker (herein referred to as "vessel") to be loaded.
- (2) The scheduled delivery date may be revised by the Ordering Officer at any time and, unless the Contractor registers objections with the Ordering Officer within 72 hours of receipt of such revised scheduled delivery date, such revised date shall become the new agreed scheduled delivery date. At the time the Contractor registers any such objections, the Contractor must provide a date, subsequent to the date proposed by the Ordering Officer, which represents the earliest date the Contractor can provide a berth. The Ordering Officer must confirm or reject the alternate date provided by the Contractor within 72 hours of receipt of the Contractor's objection. If the Ordering Officer chooses to accept the alternate date provided in the Contractor's objection, such revised date shall become the new agreed scheduled delivery date. If the Ordering Officer chooses to reject the alternate date provided by the Contractor, the scheduled delivery date will return to the previously scheduled delivery date.
- (3) All communications regarding the establishment and revision of the scheduled delivery date and objections thereto shall be set down in writing at such time or promptly confirmed in writing.

(b) EXPECTED TIME OF ARRIVAL.

- (1) **FOR WESTPAC/EUR/MED SHUTTLE OPERATIONS.** The vessel designated to lift the cargo will notify the Contractor (at the telex number provided by the Contractor or cause it to be notified when the Contractor does not provide a telex number) of its name and the expected hour of arrival of the barge at least 72 hours before the expected time of arrival and update this notification at 48 and 24 hour intervals before expected arrival.
- (2) **FOR ALL OTHER VESSELS.** The vessel designated to lift the cargo will notify the Contractor at the telex number provided by the Contractor or cause it to be notified when the Contractor does not provide a telex number of the name and the expected hour of arrival of the vessel at least 24 hours before the expected time of arrival.
- (c) **LAYTIME.** The Contractor shall provide as soon as possible, but within 3 hours after receipt of notice of readiness to load from the vessel designated to load the cargo, a reachable berth free of cost to the Government, where the vessel can be safely moored and remain afloat at all times, for loading of the ordered supplies. Laytime shall commence, berth or no berth, either at the expiration of 3 hours after notice of readiness, or immediately when the vessel moors alongside, with or without notice of readiness, whichever first occurs; PROVIDED, however, that--
- (1) If the vessel is tendered for loading on a date earlier than the last scheduled delivery date as determined pursuant to paragraph (a) above, the Government scheduled vessel shall be loaded as soon as possible in its proper turn with other vessels, and laytime shall not commence until the vessel moors alongside or at 3:00 a.m. local time on the last agreed schedule delivery date, whichever first occurs.
- (2) If the vessel is tendered for loading later than noon on the day following the last agreed scheduled delivery date, as determined pursuant to paragraph (a) above, the vessel shall be loaded as soon as possible in its proper turn with other vessels. Laytime shall commence when the vessel moors alongside, provided a good faith effort is made by the Contractor to have the vessel loaded as soon as is reasonably possible under the circumstances prevailing at the time.
- (3) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until loading of the vessel is completed and the vessel has been released for sailing by the Government Quality Representative.

(d) ALLOWED LAYTIME.

(1) **BASIC ALLOWED LAYTIME.** For cargo movements under DESC bulk petroleum contracts, the Contractor shall be allowed 1 hour for each 2,000 barrels loaded.

F15 (CONT'D)

(2) INCREASES TO BASIC LAYTIME.

- (i) If, after laytime commences, the condition of the vessel to be loaded does not permit loading, such basic allowed laytime shall be increased by the duration of such delay.
- (ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, such basic allowed laytime will be increased by the duration of such delay that occurred after laytime commenced.
- (iii) If regulations of the owner, operator of the vessel, Customs Officials, or Port Authority prohibit loading at any time after laytime commenced, time so lost shall be added to the basic allowed laytime.
- (iv) If for any reason the Contractor is delayed in loading the barge or there is a delay in releasing the vessel for sailing because of action of the U.S. Government that arises out of causes beyond the control and without the fault or negligence of the Contractor, such basic allowed laytime shall be increased by the duration of such delay.
- (v) If the vessel requests cargo tanks be cushioned or topped off during the loading process and the quantity of product cushioned or topped including the time spent cushioning/topping tanks is noted on the DD Form 250-1, Loading/Inspection Report, the basic allowed laytime shall be increased by the difference between the actual time taken to cushion/top tanks and the amount of time required to pump the same quantity of cushioned/topped product at the Contractor's actual loading rate exclusive of cushioning/topping time and cushioning/topping quantity.
- (vi) Contractor will be allowed up to 4 hours of additional laytime following removal of cargo hoses until vessel is released by the inspector in order to accomplish tasks required under the CONTRACTOR INSPECTION RESPONSIBILITIES clause.
- (vii) There will be no increases made to the basic allowed laytime (nor other reductions to any resulting demurrage time) for saved laytime arising out of other loadings.
- (viii) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing basic allowed laytime for one half of the delay.
- (e) For all hours of laytime that elapse in excess of allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:
- (1) **TIME CHARTER VESSELS.** At the demurrage rate for the vessel loaded, computed to the nearest whole hour, as published by the Military Sealift Command, and in effect on the date loading of the vessel is completed.
 - (2) The demurrage rate set forth in the Carrier's Tender of Freight Services and Demurrage Invoice to the Government.
 - (3) **CONTRACT VESSELS.** At the hourly rate specified in the contract.
- (f) Hoses for loading a vessel shall be furnished, connected, and disconnected by the Contractor; loading arm shall be connected and disconnected by the Contractor.
- (g) Title to the supplies delivered and risk of loss thereof shall pass from the Contractor to the Government when the supplies pass the vessel's permanent hose connection. (DESC 52.247-9FB5)

F16.01 BARGE DEMURRAGE AND UNLOADING CONDITIONS (BULK) (DESC APR 1993)

On items calling for delivery f.o.b. destination by means of barge--

- (a) The term barge, as used herein, shall include lake tankers and coastal tankers, e.g., T-1 tankers.
- (b) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 15 days, plus the normal barge running time from point of loading to the destination in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.
- (c) Within 3 hours after issuance of Notice of Readiness (NOR) to unload by the Master or Mate of the vessel designated to discharge, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive a barge's NOR to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth
- (d) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus
- 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time NOR to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--
- (1) At the expiration of the notice period prescribed by (c) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth; or
- (2) Immediately upon the barge's arrival in berth (i.e., all fast), with or without NOR, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.
- (e) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by (d) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (1) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (2) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.
- (f) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, NOR to unload will be again required as provided in (c) above.
 - (g) Hoses for unloading a barge will be furnished, connected, and disconnected by the Government.
- (h) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.

(DESC 52.247-9FD1)

F18 F.O.B. DESTINATION (NOV 1991)

- (a) The term "f.o.b. destination," as used in this clause, means--
- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
- (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.
 - (b) The Contractor shall-
 - (1) (i) Pack and mark the shipment to comply with contract specifications; or
 - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
 - (2) Prepare and distribute commercial bills of lading;
 - (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
 - (5) Furnish a delivery schedule and designate the MODE of delivering carrier; and
 - (6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)

F52 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)

On items calling for delivery f.o.b. tanker/ocean-going barge at origin--

(a) DELIVERY DATES.

- (1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. tanker/ocean-going barge at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 20 days in advance of the date on which delivery is to be made, which date is hereinafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, the cargo number, and, if then available, the name and size of the tanker/ocean-going barge (herein referred to as "vessel") to be loaded.
- (2) The scheduled delivery date may be revised by the Ordering Officer at any time and unless the Contractor registers objections with the Ordering Officer within 72 hours of receipt of such revised scheduled delivery date, such revised date shall become the new agreed scheduled delivery date. At the time the Contractor registers any such objections, the Contractor must provide a date, subsequent to the date proposed by the Ordering Officer, which represents the earliest date the Contractor can provide a berth. The Ordering Officer must confirm or reject the alternate date provided by the Contractor within 72 hours of receipt of the Contractor's objection. If the Ordering Officer chooses to accept the alternate date provided in the Contractor's objections, such revised date shall become the new agreed scheduled delivery date. If the Ordering Officer chooses to reject the alternate date provided by the Contractor, the scheduled delivery date will return to the previous scheduled delivery date.
- (3) All communications regarding the establishment and revision of the scheduled delivery date and objections thereto shall be set down in writing at such time or promptly confirmed in writing.

F52 (CONT'D)

- (b) **EXPECTED TIME OF ARRIVAL.** The vessel designated to lift the cargo will notify the Contractor's load facility, at the telex/facsimile number provided by the Contractor, of the name and the expected hour of arrival of the vessel at least 72 hours before the expected time of arrival, and at additional intervals of 48 and 24 hours before expected arrival. When vessels are scheduled to load at more than one contract source within a port complex, the 72-48-24 hour notices will be provided by the vessels to all contract sources at the same time as the notice is provided to the first contract source and will stipulate the order of loading.
- (c) **LAYTIME.** The Contractor shall provide as soon as possible, but within 6 hours after issue of notice of readiness to load from the vessel designated to load the cargo, a reachable berth, free of cost to the Government, for the loading of supplies ordered, where at least vessels with a maximum draft of <u>36</u> feet can be safely moored and remain afloat at all times. When vessels are scheduled to load at more than one contract source within a port complex, notice of readiness will be provided once by the vessel to all contract sources simultaneously. Laytime shall commence, berth or no berth, either at the expiration of 6 hours after notice of readiness is received or immediately when the vessel moors alongside with or without notice of readiness, whichever first occurs; PROVIDED, however, that--
- (1) If the vessel is tendered for loading on a date earlier than the last agreed scheduled delivery date as determined pursuant to paragraph (a) above, the Government's vessel shall be loaded as soon as possible in its proper turn with other vessels, and laytime shall not commence until the vessel moors alongside or at 6:00 a.m. local time on the last agreed scheduled delivery date, whichever first occurs.
- (2) If the vessel is tendered for loading later than noon of the day following the last agreed scheduled delivery date, as determined pursuant to paragraph (a) above, the vessel shall be loaded as soon as possible in its proper turn with other vessels. Laytime shall commence when the vessel moors alongside, provided a good faith effort is made by the Contractor to moor the vessel in its turn with other vessels as loading berths become available. If the vessel is not moored in its proper turn with other vessels, laytime will commence at 6:00 a.m. on the date the Government vessel's turn occurred, regardless of whether the cargo is available.
- (3) For two or more contract sources within a port complex, laytime for the second or subsequent source begins when the vessel leaves the prior source. Laytime credit will be allowed for transit time between the prior and subsequent load source based on the actual transit time from the previous source to the subsequent source's loading berth or anchorage area if the berth is not available for the Government's vessel. In the event a berth is not available and the vessel is forced to anchorage, no additional laytime credit will be allowed when the vessel finally gets clearance to moor at the contractor's berth.
- (4) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until the entire loading of the vessel cargo is completed and the vessel has been released for sailing by the Government Quality Representative.

(d) ALLOWED LAYTIME.

(1) **BASIC ALLOWED LAYTIME.** For cargo movements under DESC bulk petroleum contracts, the Contractor shall be allowed 36 hours of basic allowed laytime for loading a full vessel cargo. The 36 hours covers all operations for loading including cushioning and topping tanks. When partial vessel cargoes are to be loaded, a portion of the 36 hours basic laytime will be allocated to each loading port equal to the percentage of the total quantity loaded at each loading port or source.

(2) INCREASES TO BASIC ALLOWED LAYTIME.

- (i) If after laytime commences, the condition of vessel to be loaded does not permit loading, such basic allowed laytime shall be increased by the duration of such delay.
- (ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, such basic allowed laytime will be increased by the duration of such delay which occurred after laytime commenced.
- (iii) After laytime commences, when vessels are required to dock at anchorage due to vessel delays such as vessel inspection and inerting, laytime credit will be allowed for transit time from anchors away at anchorage until first line ashore berthing, not to exceed 2 hours.
- (iv) If regulations of the owner or operator of the vessel prohibit loading at any time after laytime has commenced, time so lost shall be added to the basic allowed laytime.
- (v) If for any reason the Contractor is delayed in loading the vessel or there is a delay in releasing the vessel for sailing because of action of the U.S. Government that arises out of causes beyond the control and without the fault or negligence of the Contractor, such basic allowed laytime shall be increased by the duration of such delay.

F52 (CONT'D)

- (vi) The Contractor will be allowed up to 4 hours of additional laytime following removal of cargo hoses until the vessel is released by the inspector in order to accomplish tasks required under the CONTRACTOR INSPECTION RESPONSIBILITIES clause.
- (vii) There will be no increase made to the basic allowed laytime (nor other reductions to any resulting demurrage time) for saved laytime arising out of other loadings.
- (viii) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing basic allowed laytime for one-half of the delay.
- (e) For all hours of laytime which elapse in excess of allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:
- (1) USS, USNS, OR TIME CHARTERED VESSELS. At the demurrage rate for the vessel loaded, computed to the nearest whole hour, as published by the Military Sealift Command, and in effect on the date loading of the vessel is completed.
- (2) VOYAGE CHARTERED VESSELS. At the demurrage rate cited in the charter, except that the demurrage payable by the Contractor shall in no event exceed the actual demurrage expense incurred by the Government under the charter;
- (f) Hoses for loading a vessel shall be furnished, connected, and disconnected by the Contractor; loading arms shall be connected and disconnected by the Contractor.
- (g) Title to the supplies delivered and risk of loss thereof shall pass from the Contractor to the Government when the supplies pass the vessel's permanent hose connections.
- (h) The temperature of any fuel oil loaded shall be at least 10°F below the flash point of the oil and in no case higher than 150°F if the cargo tanks are uncoated, or 135°F if coated; PROVIDED, however, that in no event shall the difference between the temperature of the oil entering the vessel manifold and the recorded temperature of sea water at the vessel's condenser intake exceed 70°F; **PROVIDED** further, that the Master of the vessel may authorize loading the product at a temperature higher than specified above, so long as the temperature of the product remains at least 10°F below the flash point of the product.

(DESC 52.247-9FC1)

F52.01 TANKER STANDARDS AND REQUIREMENTS (DESC SEP 1995)

- (a) All Government-furnished tankers used in the course of this contract will comply with the following:
- (1) U.S.-flag tankers will hold and comply with the requirements of a current Certificate of Inspection (COI) from the U.S. Coast Guard and be in compliance with all requirements of Safety of Life at Sea (SOLAS) and International Convention for the Prevention of Pollution for Ships (MARPOL 73/78).
 - (2) In the event of a voyage charter, a non-U.S.-flag tanker will comply with SOLAS and MARPOL 73/78.
- (3) Tankers on long term charter to the U.S. Government will be equipped with an Inert Gas System (IGS), which will be maintained in good working order. The U.S. Government will make best efforts to ensure voyage chartered tankers are equipped with IGS when required by the terminal or port authority and shall maintain and operate same in good working order.
- (4) All tankers will carry on board and will be guided by the requirements of the latest edition of the Oil Companies International Marine Forum (OCIMF) and International Safety Guide for Oil Tankers and Terminals (ISGOTT).
 - (5) All tankers will be equipped with tank level measuring devices in each cargo tank.
- (6) All tankers will be capable of vapor recovery, which includes closed loading, gauging, and sampling where required by port regulations.
- (7) All tankers shall be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or places the tanker may be ordered.
- (b) The Contractor may, at its own expense and in a manner so as not to delay a scheduled delivery, inspect tankers for compliance with these requirements. In the event the Contractor believes a tanker does not meet a requirement contained herein, the Contractor shall notify DESC in writing with a copy to the tanker captain of the specific details of the alleged deficiency as soon as possible. The Contracting Officer will make a determination as to compliance with these requirements. This determination will be binding on the parties.

(DESC 52.247-9FC5)

F52.11 DEBALLASTING (DESC JAN 1990)

Deballasting facilities and services will be made available upon request to all vessels loading cargo under this contract. Contractors who neither own nor operate deballasting facilities and services will be responsible for arranging for their availability at the loading facility. Deballasting facilities will be provided at no additional charge to the Government.

(DESC 52.247-9FB1)

F92 SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWNS FOR TURNAROUNDS (DESC MAY 1997)

- (a) Within 30 days from the date of contract award, the Contractor shall furnish to the Contracting Officer a tentative refinery shutdown schedule for the contract period in order that the placement of orders and the delivery of supplies as set forth under the DELIVERY AND CONTRACT PERIODS clause may be adjusted to provide for delivery of the entire contract quantity. The schedule will identify the specific period(s) when the refinery will be shut down and the effect that the shutdown will have on availability of each product under the contract. Any revisions to this schedule will necessitate prior notice of at least 60 days in order to coordinate the placement of orders for the delivery of the entire contract volume.
- (b) If the Contractor cannot provide the 60 days advance notice, then, at no additional cost to the Government, the Contractor shall maintain sufficient inventory to make deliveries in support of the ordering activities' requirements or the Contractor shall provide for an alternate source for product during the shutdown period(s).

(DESC 52.212-9F45)

F105 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to--
 - 3 Percent increase
 - 3 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

F105.01 DEADFREIGHT (DESC JUN 1990)

(a) Any decrease in quantity not permissible under the VARIATION IN QUANTITY clause shall result in deadfreight, chargeable to the Contractor and calculated as follows:

Total days of the cargo

TIMES

Vessel daily cost

DIVIDED BY

Vessel capacity stated in barrels

TIMES

Total barrels scheduled to load MINUS Total barrels loaded

EQUALS

Deadfreight cost

F105.01 (CONT'D)

- (b) Explanation of terms used in (a) above follows:
- (1) "Total days of the cargo," as used in this clause, is calculated as the elapsed days from the vessel's final departure date from previous cargo port through vessel's final discharge date for the cargo in question.
 - (2) "Vessel daily cost," as used in this clause, shall be determined as follows:
- (i) **VOYAGE CHARTER TANKER.** At the per diem rate in the charter, except that the deadfreight payable by the Contractor shall not exceed actual expense incurred by the Government under the charter.
- (ii) **USS, USNS, OR TIME CHARTERED TANKER.** At the per diem rate for the tanker loaded, as published by the Military Sealift Command and in effect on the date loading of the tanker is completed.
- (3) "Total barrels scheduled to load," as used in this clause, is the total quantity (all products) reflected on the latest DD Form 1155.
 - (4) "Total barrels loaded," as used in this clause, is the total quantity (all products) shown as loaded on the DD Form 250-1. (DESC 52.211-9FH1)

F109 IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS (DESC DEC 1991)

- (a) In response to this solicitation, offerors may offer nonaviation petroleum products that use In-Line Blending (ILB) procedures for delivery into tankers and barges (vessels). Offerors planning to use ILB procedures to blend finished product, as it is being delivered into vessels, must include with the offer a detailed description of the ILB procedures, including quantity determination. Automatic, on-line test procedures must be described in detail, including whether these tests are ASTM (or equivalent) approved. ILB procedures must be acceptable to the Government. The Contractor has the option of meeting the requirements of either (b) or (c) below.
 - (b) The Contractor is responsible for product quality on board the vessel.
- (1) During an ILB operation, changes in the blend ratio may occur during vessel loadings. In order to assure the entire cargo is uniformly blended, sampling and testing on board the vessel are required. Although Section 4 of the Product Specification, Quality Assurance Provisions, defines a Bulk Lot as an indefinite quantity of a homogeneous mixture of material offered for acceptance in a <u>single isolated container</u>, sampling and full specification testing of each vessel tank <u>system</u> is acceptable.
- (2) The following vessel sampling and testing must be performed by the Contractor and substitutes for the Sampling and Testing requirements contained in the CONTRACTOR INSPECTION RESPONSIBILITIES clause. All tests must be on-specification as evidence that the Contractor has met the contract product quality requirements.
- (i) An appearance, gravity, and flash point (if product specification has a flash point requirement) on an all-level sample from each tank used in the loading. A half (0.5) liter sample from each tank will be retained for 45 days.
- (ii) A full specification test series on a multiple tank composite sample representing each vessel tank <u>system</u> used in the loading. If more than four systems are used, only four multiple tank composite samples need to be tested. In this case, the Contractor will ensure that multiple tank composite samples are representative of all product loaded, and the Contractor will determine which vessel tanks will be included in each multiple tank composite sample. A 20-liter multiple tank composite sample for each vessel tank system will be retained for 45 days.
- (iii) All time and costs associated with sampling and testing the finished product aboard the vessel will be borne by the Contractor.
- (iv) If the product does not conform to specification aboard the vessel, the Government has the option to require the Contractor to pump the cargo back to the Contractor's facility. In this circumstance, title for the nonconforming product will revert to the Contractor, and the Contractor will have no right to payment for such product. All delays and costs associated with the nonconforming product, including demurrage and any vessel cleaning determined necessary by the Government, will be borne by the Contractor.
 - (c) The Contractor is responsible for product quality at the custody transfer point.
 - (1) Subdivisions (b)(2)(i) and (ii) above, sampling and testing, must still be performed.
- (2) The Contractor must also obtain samples at the custody transfer point that are representative of the product in the various vessel tanks. Samples must be taken in accordance with ASTM D 4177. As a minimum, an 8-liter composite sample, representative of each quarter cargo, will be taken. One 4-liter sample from each of these composites will be retained for a period of 45 days.

F109 (CONT'D)

- (3) If all vessel tests required by subdivisions (b)(2)(i) and (ii) above conform to specification, it will be concluded the Contractor met the contract quality requirements and no additional testing of custody transfer samples will be required.
- (4) If any vessel tests in subdivisions (b)(2)(i) and (ii) above are off-specification, the Contractor must perform a full specification test series on the applicable custody transfer composite sample(s) that represents the on board off-specification product. If the custody transfer point sample(s) conforms to specification, it will be concluded the Contractor met the contract quality requirements. If the custody transfer point sample(s) does not conform to specification, it will be concluded the Contractor did not meet the contract quality requirements and the Government has the option to require the Contractor to pump the cargo back to the Contractor's facility. In this circumstance, title for the nonconforming product will revert to the Contractor and the Contractor will have no right to payment for such product. All delays and costs associated with the nonconforming product, including demurrage and any vessel cleaning determined necessary by the Government, will be borne by the Contractor.
- (d) The Contractor may inspect tankers and barges for suitability to load the intended cargo. If the Contractor chooses the paragraph (b) option to guarantee product quality on board the vessel and the Contractor and the U.S. Quality Representative (QR) disagree as to the suitability to load Government-furnished vessels, the determination of the Contractor will govern. If the Contractor chooses the paragraph (c) option to guarantee product quality at the custody transfer point and the Contractor and QR disagree as to the suitability to load Government-furnished vessels, the determination of the QR will govern.
 - (e) The Contractor must state in its offer whether it will meet either the paragraph (b) or (c) requirements. (DESC 52.247-9F70)

SECTION G

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected. (DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) METHOD OF PAYMENT.

- (1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.
 - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- (d) **SUSPENSION OF PAYMENT**. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

G9.09 (CONT'D)

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.
- (g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall by paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.
- (i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.
- (j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall m ail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

G150.05 SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS (BULK) (DESC JUL 1999)

(a) CERTIFICATION OF RECEIPT.

(1) F.O.B. DESTINATION DELIVERIES.

- (i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative, as indicated in the SIOTH, will certify and distribute the receiving documents. One of the copies of the receiving report submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE". The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.
 - (ii) The receipt for f.o.b. destination fuel may be one of the following documents:
 - (A) The DD Form 250, Material Inspection and Receiving Report;
 - (B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or
 - (C) The DD Form 1155, Order for Supplies or Services, or the SF 1449, Solicitation/Contract/Order for Commercial

Items.

(2) F.O.B. ORIGIN DELIVERIES.

(i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE". The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

G150.05 (CONT'D)

- (ii) In order to receive payment, the Contractor must mail three copies (one of which will contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and will make it available for inspection by the Government, if requested.
- (iii) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future fax messages will not be acceptable until remedial action is taken by the Contractor.
 - (iv) The receipt for f.o.b. origin fuel may be one of the following documents:
 - (A) The DD Form 250, Material Inspection and Receiving Report;
 - (B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or
- (b) **SUBMISSION OF INVOICES BY MAIL**. Unless otherwise indicated on the face of the DD 1155 or SF 1449, hard copy invoices for product paid for by Defense Logistics Agency/DESC funds should be mailed to the address below:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENT DIVISION ATTN DFAS-CO-LSFA PO BOX 182317 COLUMBUS OH 43218-6250

(c) SUBMISSION OF INVOICES BY FACSIMILE.

- (1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the fax method.
 - (2) Contractors shall include their own fax number on each document transmitted.
 - (3) Fax number for invoices is (614) 693-0670 (DFAS-CO-LS).
- (4) Contractors that elect to transmit invoices by fax are responsible for validating receipt of the faxed invoice. Verification can be made by calling Customer Service (DFAS-CO-LS) at (800) 453-5014, or (614) 693-4994 between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. DFAS-CO-LS will not be held accountable for transmissions not received.
- (5) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE FAXED" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-CO-LS specifically requests it.
 - (d) SUBMISSION OF INVOICES ELECTRONICALLY.
- (1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.
- (2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices, and Addendum 824, Invoice Return Notification. Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transaction Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.
- (3) **INVOICING ADDRESS.** Electronic invoices for items paid for with DLA/DESC, as cited on the DD 1155 or SF 1449, shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

G150.05 (CONT'D)

(e) SUBMISSION OF INVOICES BY COURIER.

(1) Couriers, acting on the behalf of the Contractor, may deliver Contractor invoices being submitted for payment to the following mailroom street address:

DFAS COLUMBUS CENTER ATTN; DFAS-CO-LSFA 3990 EAST BROAD STREET, BLDG 21 COLUMBUS OH 43213-1152

(2) Invoices submitted by courier to the above address will be treated in a timely manner.

(f) NOTES.

- (1) Invoices will reflect quantities in whole numbers.
- (2) Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.
- (3) **INVOICING FOR DETENTION/DEMURRAGE COSTS**. Invoices for detention/demurrage costs will be submitted by the Contractor directly to the Contracting Officer.

(DESC 52.232-9F70)

SECTION H

H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC APR 1999)

- (a) Under Data Item Description (DID) Number DI-MGMT-80320 and AMSC Number S4068, the Contractor shall provide the required transaction data shown under (d) below.
- (b) The Contractor agrees to submit, within 72 hours of delivery, the shipping data specified in (d) below for all f.o.b. origin shipments requiring transportation by pipeline, tank truck, or tank car. In addition to f.o.b. origin shipments, the Contractor also agrees to submit such information on all other shipments to areas under the responsibility of Defense Energy Support Center (DESC) West. Data specified shall be submitted to the appropriate DESC office listed below:

AREA OF LIFT (SHIPMENT)

Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia

Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin, and Wyoming

Alabama, Arizona, Arkansas, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Bolivia, Caribbean Area, Colombia, El Salvador, Honduras, Mexico, Puerto Rico, and West Indies

California, Idaho, Montana, Nevada, Oregon, Utah, and Washington

Alaska and Aleutians

DESC ADDRESS AND TELEPHONE NUMBER

Defense Energy Support Center - Fort Dix

5654 Cambridge Street Fort Dix, NJ 08640-5000

TELEPHONE: 609-562-2074/2075

FAX: 609-562-6158 DSN (FAX): 944-6158

Defense Energy Support Center - St. Louis

66 Sherman Road Jefferson Barracks

St. Louis, MO 63125-1513

TELEPHONE: 314-260-8786/8787

DSN: 490-8786/8787 FAX: 314-260-8796 DSN (FAX): 490-8796

Defense Energy Support Center - Houston 2320 La Branch Street, Suite 1005 Houston, TX 77004-1091

TELEPHONE: 713-718-3883

DSN: 940-1373

FAX: 713-718-3891/3899

Defense Energy Support Center - Los Angeles

3171 N. Gaffey Street San Pedro, CA 90731-1099 TELEPHONE: 310-900-6960

FAX: 310-900-6976

Defense Energy Support Center - Alaska

Elmendorf AFB, AK 99506-5000

TELEPHONE: 907-552-3760/2857/4650

TWX: 907-753-0517

H19.02 (CONT'D)

(c) OVERSEAS AREA OF RESPONSIBILITY (INCLUDING ALASKA AND HAWAII):

<u>AREA</u>	<u>FOOTNOTE</u>	<u>AREA</u>	FOOTNOTE
Afghanistan	2	Marianas	3
Africa (except countries		Mediterranean Sea countries	1
assigned to DFR Midd	le East) 1	New Zealand	3
Alaska	3	Oman	2
Australia	3	Pakistan	2
Bahrain	2	Philippines	3
Burma	3	Qatar	2
Djibouti	2	Ryukyu Islands	3
East Indies	3	Saudi Arabia	2
Egypt	2	Somalia	2
Ethiopia	2	South Pacific Islands	3
Europe (continental)	1	Sri Lanka	3
Hawaii	3	Sudan	2
Indian Ocean countries	3	Taiwan	2
Japan	3	Thailand	3
Jordan	2	Turkey	1
Kenya	2	United Arab Emirates	2
Korea	3	United Kingdom	1
Kuwait	2	Yemen	2
Malaya	3		

FOOTNOTES:

1.	DESC Europe
	American Arms Hotel
	August STR 6 Box 224
	65189 Wiesbaden, Germany

Phone:

COM 49-611-380-7666 FAX 011 49-611-380-7412

3. DESC Pacific

Box 64110

Camp H M Smith HI 96861-4110

Phone: COM (808) 477-6692

FAX (808) 477-5710

2. DESC Middle East PSC 451, Box 386 FPO AE 09834-0386

> Phone: Awali, Bahrain DSN (318) 439-4650 COM 011 973-724650 FAX 011 973-724670

H19.02 (CONT'D)

DATA

- (d) In order of preference, shipment data may be submitted via facsimile (FAX), mail, telephone, or TWX/TELEX.
- (1) If the FAX method is used, the Contractor shall transmit one copy of the signed DD Form 250, Material Inspection and Receiving Report.
- (2) If the FAX method is NOT used, AND the normal mailing time DOES NOT EXCEED 72 hours, the Contractor may submit one copy of the signed DD Form 250 by mail.
- (3) If the FAX method is NOT used and the normal mailing time EXCEEDS 72 hours, the Contractor shall extract the data specified below from the applicable DD Form 250 for submission via telephone or TWX/TELEX. Submission of data via these methods shall be confirmed by a signed copy of the DD Form 250, received by the cognizant DESC office within 14 days of the f.o.b. origin delivery.

DD FORM 250 BLOCK NO./DATA

A. National stock number 16 Enter as cited 17 Enter as cited B. Quantity C. Contract number 1 Enter as cited D. Contract line item number 15 Enter as cited E. Shipment number/SUPAAC 2 Enter as cited F. Day commenced loading/pumping 16 Enter for pipeline, if cited G. Bill of lading (B/L) number 4 Enter as cited, for f.o.b. origin shipments only 1 Enter as cited H. Delivery order number I. Final shipment indicator 2 Enter, if cited, after "Shipment No." J. Product Shipment Day 3 Enter as cited, for f.o.b. origin shipments only K. Product receipt day 22 Enter as cited, for other than f.o.b. origin shipments 4 Enter as cited L. MODE of shipment

(4) For those Contractors that are authorized Alternate Release Procedures on f.o.b. origin shipments, the unsigned DD Form 250 shall be sent to the applicable DESC office in lieu of the signed copy referenced in (1), (2), and (3) above.

(DESC 52.242-9FQ1)

H23 BULK LIQUID FACILITIES REPORT (DESC APR 1984)

The offeror shall complete a DESC Form 1890, Contractor Bulk Liquid Facilities Report, for each refinery or terminal where products would be supplied under any Defense Energy Support Center bulk petroleum contract awarded under this solicitation. The DESC Form 1890 shall be submitted with the offer at the date and time specified for receipt of offers. In the event the offeror receives an award, the Contractor shall also submit a completed DESC Form 1890 to the DESC Regional Officer servicing the Contractor's facility, during the first month of the contract award. The DESC Form 1890 shall be updated by the Contractor as changes occur in shipment capabilities throughout the remainder of the contract period. (Blank forms are available at the DESC Regional Office servicing the Contractor's facility.) (OMB No. 0704-0129 applies.)

(DESC 52.242-9FP1)

SECTION I

12.05 CHANGES - FIXED-PRICE (AUG 1987)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(FAR 52.243-1)

111.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess reprocurement costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action,** as used herein, means the termination for cause, including any associated reprocurement effort, involving--
 - (1) Any single order or any group of orders terminated together;
 - (2) Any item or group of items terminated together; or
 - (3) The entire contract.

(DESC 52.249-9F20)

I11.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

I27 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
 - (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
 - (c) If this contract is terminated under paragraph (a) above, the Government is entitled--
 - (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

128.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)

(a) As used in this clause--

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers

All applicable Federal, State, and local taxes and duties means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

- (b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)
- (c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.
 - (d) The contract price shall be decreased by the amount of any after-relieved tax.
- (e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F15)

128.02-1 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC AUG 1997)

- (a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:
- (1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

FET PER GALLON	PERCENTAGE OF ALCOHOL	
\$0.184	0.0% up to but not including 5.7%	
\$0.1532	5.7% up to but not including 7.7%	
\$0.1424	7.7% up to but not including 10%	
\$0.130	10% and above	

- (2) **AVIATION GASOLINE**. The manufacturer's FET of \$0.194 per gallon should not be included on the Contractor's invoice since all fuel is intended for exempt uses.
 - (3) **RESIDUAL FUEL OIL.** There is no FET on residual fuel oil.
 - (4) **DIESEL FUEL.**
- (i) **UNDYED DIESEL FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.
- (ii) **DYED DIESEL FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.
- (iii) **F76.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice as a separate item for F76 since F76 is excluded from the definition of diesel fuel under Internal Revenue Service regulation 26 CFR Section 48.4081-1.
- (5) **JET FUEL**. The FET of \$0.219 per gallon should not be included on the Contractor's invoice since all fuel is intended for exempt uses. **A Contractor not permitted by IRS regulations to sell fuel tax free should state that in its offer.**
- (b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.
 - (c) CALIFORNIA SALES AND USE TAX. All contract prices exclude the California State Sales and Use Tax.
- (d) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.
 - (e) **INSPECTION FEES**. Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.
- (f) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.
- (g) **LICENSES.** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F20)

I28.03-1 TAX EXEMPTION CERTIFICATES (DESC MAR 1989)

- (a) **FEDERAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal excise tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer.
- (b) **STATE AND LOCAL TAXES.** Contractor's requests for tax exemption certificates covering any State and local tax excluded from the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer.
- (c) GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES. If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (c) will be issued by the Ordering Officer.

(DESC 52.229-9F40)

I33 INTEREST (JUN 1996)

- (a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (b) Amounts shall be due at the earliest of the following dates:
 - (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

I81 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the expiration of the ordering period. (FAR 52.216-22)

I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC JUL 1994)

- (a) The Government agrees to purchase, during the period of this contract and in accordance with the terms of this contract, at least a quantity (or quantities) of product that, under the contract terms, will be not less than <u>75</u> percent of the total original estimated contract volume. The Government may satisfy this obligation by purchasing against any or all of the contract line items.
- (b) If, under a single solicitation, contract line items are not all awarded at the same time, then, for purposes of this clause, the above mentioned total original estimated contract volume shall be that of the contract after award has been made of all items.
- (c) During the period of this contract it may occur that, for administrative convenience, the Government will add to this contract by contract modification additional contract line items being awarded to the Contractor pursuant to a different solicitation. If this occurs, then the Government's original purchase obligation under this contract shall remain unchanged and will in no way extend to the new contract line items. Instead, the Government agrees to an additional purchase obligation, namely, to purchase in accordance with the terms of the contract, during the remaining period of the contract, at least a quantity (or quantities) of any or all of the new line items that, under the contract terms, will be the minimum stated in the solicitation incorporated into the contract modification.
 - (d) Notwithstanding the provisions of the INDEFINITE QUANTITY clause-
- (1) On the final order placed for each product from each refinery source calling for delivery into or by means of tanker, barge, or pipeline, the Government shall be entitled to order, and if ordered, the Contractor shall be required to furnish up to 50,000 barrels over what the Government would otherwise be entitled to lift. However, in no event shall this additional quantity exceed the monthly quantity as defined in the DELIVERY AND CONTRACT PERIODS clause.
- (2) The Contractor may, at its option, make deliveries subsequent to 30 days after the expiration of the ordering period, if requested by the Government.
- (e) If this contract provides for delivery of the same grade of fuel at more than one location, the Ordering Officer may order and the Contractor may, at its option, furnish more than the quantity specified for any one location; PROVIDED, however, that in no event shall an Ordering Officer be entitled to order, nor shall the Contractor be required or permitted to deliver, if ordered, a quantity of any one grade of fuel that, in the aggregate, would be in excess of the total quantity of such grade of fuel specified in this contract. Nothing contained in this paragraph (e) shall prohibit the overage permitted pursuant to (d) above.
 - (f) The scope of this contract does not include--
- (1) Alteration to the specification that would require significant reconfigurement of refinery design, or significant modification of current and planned refinery operations;
 - (2) Alteration in method of shipment that would result in significant disruption of current and planned refinery operations; and
- (3) Alteration of the place of delivery, under f.o.b. origin contracts, that would require delivery from a refinery other than the one(s) specified in the Contractor's offer.

(DESC 52.216-9FH5)

II71.01-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JAN 1999)

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN. It does not apply to contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219-9.

(b) **DEFINITIONS.** As used in this clause--

Indian means any person who is a member of any Indian tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any **Native** as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., Chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a prime Contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

- (c) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.
- (1) The Contracting Officer and the Contractor, acting in good faith, may rely on the self-certification of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the self-certification of a subcontractor, the Contracting Officer shall refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), ATTN: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW, MS-334A-SIB, Washington, DC 20245. The BIA will determine the eligibility and notify the Contracting Officer. The five percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.
 - (2) The Contractor may request an adjustment under the Indian Incentive Program to the following:
 - (i) The estimated cost of a cost-type contract;
 - (ii) The target cost of a cost-plus-incentive-fee prime contract;
 - (iii) The target cost and ceiling price of a fixed-price incentive prime contract; or
 - (iv) The price of a firm-fixed-price prime contract.
- (3) The amount of the equitable adjustment to the prime contract shall be five percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.
- (4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.
- (d) The Contracting Officer, subject to the terms and conditions of the contract and availability of funds, shall authorize an incentive payment of five percent of the amount paid to the subcontractor. The Contracting Officer shall seek funding in accordance with agency procedures. The Contracting Officer's decision is final and not subject to the DISPUTES clause of this contract.

(FAR 52.226-1)

1171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

- (a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.
 - (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(FAR 52.219-16)

1186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

- (a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.
- (b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments. (DESC 52.223-9F10)

I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 1996)

- (a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet (MSDS), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the MSDS prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).
- (d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

(DESC 52.223-9F05)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **DATE OF AWARD** through **MARCH 31, 2001**.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

I211.02 ORDERING (CONT'D) (DESC JAN 1991)

(d) For product funded and paid for by the Defense Logistics Agency, the Contractor will be furnished with a document entitled "Source Identification and Ordering Authorization." This document is for planning purposes only and does not constitute an order under the contract. This document will also indicate the activity(ies) authorized to place orders under this contract. This document does not in any manner modify or limit Contractor's obligation to deliver pursuant to properly placed orders as provided in the contract.

(DESC 52.216-9FC5)

THE FOLLOWING CLAUSE APPLIES <u>ONLY</u> TO PARTIAL SMALL BUSINESS SET-ASIDE LINE ITEMS THAT MAY BE CONTAINED IN THIS DOCUMENT.

1237.06 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION) (DESC MAR 1999)

(a) **DEFINITION. Small business concern**, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) GENERAL.

- (1) A portion of certain items of this procurement, as listed in the Schedule, has been set aside for award to eligible small businesses. The quantities indicated for such items in the Schedule include the set-aside portion. All offerors are urged to offer the maximum quantities they desire and are capable of delivering. Small business concerns interested in receiving a set-aside contract should submit an offer in the same manner as though there were no set-aside. Volumes offered by qualified small business concerns will be evaluated for the non-set-aside and set-aside portions of the procurement. Separate offers should not be submitted on the non-set-aside and set-aside portions.
- (2) The partial small business set-aside of the procurement is based on a determination by the Contracting Officer that it is in the interest of maintaining or mobilizing the nation's full production capacity or in the interest of national defense programs, or in the interest of assuring that a fair portion of Government procurement is placed with small business concerns.
- (3) All of the offers received under this solicitation will first be negotiated as to price and an evaluation will be made as though there were no set-aside.
- (4) For the purposes of set-aside evaluation, when an offer contains increments at different prices, each increment will be considered a separate offer. Except as provided in (d) below, negotiations will be limited to the offered quantities not awarded under the provision of (c)(2) below.

(c) SET-ASIDE AWARD PROCEDURE.

- (1) The price for the small business set-aside portion will be negotiated by the Contracting Officer based upon prices the Government would otherwise pay under this solicitation had there been no set-aside for supply of the location at which the set-aside is placed, adjusted for transportation charges and other factors. Awards will be made to the small business concern whose offer is determined by this evaluation to be low without further negotiation. Contracts for the remaining set-aside portions will be negotiated with those eligible small business concerns that have submitted a responsive offer on the various items for which a set-aside has been established.
- (2) Negotiations for small business set-aside awards will begin with the small business concern with the lowest evaluated price and a quantity of offered product remaining. If the low small business concern on the item does not offer to supply product at the set-aside price, the next low small business concern on the item will be given the same opportunity, and continuing with the next low small business concern until all small business concerns have been contacted.
- (3) After set-aside negotiations have been concluded, a final evaluation will be accomplished. All eligible offerors, without regard to the size of the company, will be afforded an opportunity to compete for non-set-aside quantities. The Government reserves the right to make awards to the otherwise low offeror for all or any portion of the set-aside quantities, without regard to the size of the company, if eligible small business concerns do not offer a quantity of product sufficient to meet a set-aside requirement or do not offer to supply at the set-aside prices. The total quantity that will be awarded a small business offeror on both the unreserved and reserved portions will not exceed the total quantity offered under this solicitation by such small business offerors. However, if insufficient product is offered by small business concerns to meet the quantity set aside for small business, small business concerns with which the Government has already commenced negotiations may be given an opportunity to offer additional product.
- (4) Where the Trade Agreements Act applies to the non-set-aside portion, offers of eligible products will be treated as if they were qualifying country end products.
- (d) **AGREEMENT.** For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term **United States** includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(DESC 52.219-9F30)

SECTION J

OFFEROR SUBMISSION PACKAGE	ATTACHMENT 1
SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERICAL ITEMS	ATTACHMENT 2
DESC FORM 1890 – CONTRACTOR BULK LIQUID FACILITIES REPORT	ATTACHMENT 3
REQUEST FOR ASSIGNMENT OF COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	ATTACHMENT 4
SMALL BUSINESS, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN	ATTACHMENT 5
STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT TEST REPORTS	ATTACHMENT 6

SECTION L

L2.07 EVIDENCE OF RESPONSIBILITY (DESC JAN 1998)

- (a) Any offeror not performing a significant portion of the contract with its own facilities and personnel may be determined by the Contracting Officer to be nonresponsible.
- (b) If the offeror's source of supply is a firm or refinery independent of the offeror, the offeror shall submit evidence of a supply commitment from such source(s) when submitting its offer under this solicitation. Evidence of supply commitments must extend to the subcontracting level at which the product is produced.
- (c) Such evidence may be in the form of a signed copy of the contract between the offeror and its supplier or in the form of a contingency letter from the supplier or other satisfactory documentation. In any event, such evidence of agreement shall clearly identify-
 - (1) The volumes to be supplied;
 - (2) The specification(s) of product(s) to be supplied;
 - (3) The points of delivery and period of contract performance;
 - (4) The escalation provision(s) applicable to products to be supplied; and
 - (5) The supplier's delivery and inspection terms and conditions.
- (d) If the offeror changes its source of supply, such change must be made no later than the time specified for the submission of Final Revised Proposals. A notice of a change in the offeror's source of supply must include the documentation set forth in (c) above.
 - (e) Failure to comply with the above provisions may result in a determination of nonresponsibility by the Contracting Officer.

 (DESC 52.209-9F15)

L2.09 EVIDENCE OF RESPONSIBILITY (OPERATING CRITERIA) (DESC JAN 1998)

- (a) To be determined responsible, an offeror must designate, as a source of supply for performance under any resulting contract, a refinery that is operating at the time the offeror submits it Final Proposal Revision. An operating refinery is a refinery that is producing petroleum products.
 - (b) The evidence of responsibility required by this provision is in addition to the responsibility criteria set forth in FAR 9.104. (DESC 52.209-9F20)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

- (a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
 - (c) The telephone number of receiving facsimile equipment is (703) 767-8506 (BID CUSTODIAN).
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L5.01 AGENCY PROTESTS (DESC AUG 1997) - DLAD

- (a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DESC Commodity Business Unit Director.
- (b) Protests filed with the Director, DESC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The Contracting Officer will forward the protest to the DESC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest; it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.)
- (c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.
- (d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.

(DLAD 52.233-9000, revised)

L21.05 PROCEDURES FOR AWARDING FAILED 8(a) RESERVATIONS (BULK) (DESC APR 1993)

If the 8(a) reservation reflected in the SET-ASIDE QUANTITIES clause does not result in a contract with the Small Business Administration, these quantities will revert back to the set-aside or non-set-aside quantities from which they were originally taken. The below items, should the 8(a) reservation be unsuccessful, will revert as follows:

ITEM NO.	<u>LOCATION</u>	8(a) QUANTITIES	<u>SET-ASIDE</u>	NON-SET-ASIDE
0159	BARKSDALE AFB SHREVEPORT, LA	20,000,000	-0-	20,000,000

(DESC 52.219-9F15)

L43 REDUCTION IN PRICE (DESC MAR 1996)

If this solicitation is for jet fuel, Grade JP4, JP5, or JP8, offerors are requested to indicate the amount of reduction in price per gallon for products ordered for delivery without fuel system icing inhibitor on all origin tanker, barge, and/or pipeline offers. The Government may desire this product, if ordered on an origin basis, on any tanker, barge, and/or common carrier pipeline used for delivery of product to military installations. (OFFERORS WILL SPECIFY THE PIPELINE(S) TO WHICH THEY ARE CONNECTED ON ALL ORIGIN PIPELINE OFFERS.) However, destination offerors will be required to furnish product containing the fuel system icing inhibitor. The reduction will be shown in the space provided on the offer or on the origin bid card, if origin bid cards are included in the offer.

(DESC 52.216-9F15)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT** contract resulting from this solicitation.

(FAR 52.216-1)

L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

L115 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)

Offers are invited on the basis of both f.o.b. origin and f.o.b. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of f.o.b. origin only or f.o.b. destination only is acceptable, but will be evaluated only on the basis submitted.

(FAR 52.247-45)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

- (a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.
- (b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.
- (c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

- (a) The offeror is requested to enter its CAGE code on its offer in the block with its <u>name and address</u>. The CAGE code must be for that name and address. Enter CAGE before the number.
- (b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--
- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
 - (2) Complete section A and forward the form to DLSC; and
 - (3) Notify the Contractor of its assigned CAGE code.
 - (c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

SECTION M

M4.01 RIGHT TO APPLY F.O.B. ORIGIN OFFER (DESC JAN 1976)

The Government reserves the right to apply an f.o.b. origin offer against any destination item for the same product.

(DESC 52.247-9F55)

M10.100 EVALUATION - ALL OR NONE (DESC AUG 1999)

Offers that tie one item to another (i.e: "If awarded Item 0020 we will accept items 0019 & 0021", We will only accept Item 0001 if award Item 0002;" "We will only accept Item 0003 & Item 0010 together") will be considered "All or None" offers for those items that are "tied" together. Offers or proposals submitted on an "All or None" basis will be evaluated in the aggregate, and the award for those item "tied" together will be made at the lowest overall cost to the Government, price and other factors considered. Offers may also specify a minimum quantity for award, and award will be made at the lowest overall cost to the Government, price and other factors considered. Offer may not, however, tie together the product or quantity from one refinery or production facility with the product or quantity from a separate refinery or product facility, or include an overall minimum quantity for award that ties together the products or quantities from separate refineries or product facilities. Such offers will be rejected as unacceptable.

(DESC 52.215-9F02)

M19.05 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (DOMESTIC BULK) (DESC JAN 1998)

- (a) Offer prices received by DESC effective at the date and time set for Final Revised Proposals will be used for evaluation of offers. FOR EVALUATION PURPOSES ONLY, these offered prices will not be adjusted to reflect any increase or decrease that may occur under the provisions of the ECONOMIC PRICE ADJUSTMENT (EPA) clause(s).
 - (b) Offered prices will be subject to all terms and conditions of the EPA clause(s).
- (c) (1) For <u>all products</u>, the award document will contain one price for each item. This price will be identified as the **base unit price**. The **base unit price** is the Final Revised price which is subject to adjustment when the ADJUSTING MARKET PRICE becomes available.
- (2) For <u>ALL PRODUCTS</u>, awards will be made at the Final Revised price, which is subject to adjustment at the start of the delivery period.

(DESC 52.216-9F30)

M24.01 EVALUATION OF OFFERS INVOLVING F.O.B TANKER LOADING (JP4/JP5/JP8/F76/DFA/FS2/MOGAS) (DESC JUL 1999)

- (a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation to be used in evaluation will be based on the actual average daily fixed cost plus a composite of estimated variable costs for the vessels of the Military Sealift Command (MSC) controlled fleet. The rates will be those in effect on the due date for receipt of initial offers.
- (b) In the event an offeror limits his offer to individual tanker loadings of less than 235,000 barrels of product for one or more combinations of product, the offer will be evaluated on the basis of total vessel cost prorated over maximum quantity of product offered.
- (c) Notwithstanding the provisions of paragraph (c) of the TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS clause, offers containing provisions for tankers with a loaded draft of less than 36 feet will be considered for award. Offers containing such limitations will be considered, for evaluation purposes, under the procedures set forth in paragraph (b) above.

M24.01 (CONT'D)

(d) The following destinations will be evaluated on fully loaded vessels over 30,000 DWT:

FOR JP8 FOR JP5

DFSP CHARLESTON, SC
DFSP JACKSONVILLE, FL
DFSP CARTERET, NJ
DFSP CHARLESTON, SC
DFSP CRANEY ISLAND, VA
DFSP STATEN ISLAND, NY
DFSP ROOSEVELT ROADS, PR

FOR F76

DFSP JACKSOONVILLE, FL DFSP CRANEY ISLAND, VA DFSP STATEN ISLAND, NY DFSP ROOSEVELT ROADS, PR

(2) The following destination due to draft limitations or delivery restrictions cannot receive fully loaded vessels over 30,000 DWT and will be evaluated on a two-port discharge assuming that the listed destinations are the furthest ports:

FOR JPS

FOR JPS

FOR F76

DFSP TAMPA, FL
PORT EVERGLADES, FL
DFSP GUANTANAMO CUBA
DFSP PORTLAND, ME
DFSP YORKTOWN, VA

FOR MUM

DFSP GUANTANAMO CUBA

(DESC 52.247-9F10)

M27 EVALUATION OF OFFERS (DOMESTIC BULK) (DESC MAR 1996)

- (a) Offerors are requested to offer on all or any part of the products listed herein, and on the methods of delivery that the offeror's facilities will permit. The Armed Services prefer to use Government-owned railroad tank cars and/or to arrange for transport trucks for delivery to using activities (destinations) from origin, whether it be refinery, terminal, or bulk plant, unless the destination price offer is lower than the origin price plus commercial or negotiated Government rates. Even though offers are made on a destination basis, offers covering delivery on an origin basis at Contractor's refinery, terminal, and/or bulk plant are requested and should be included in the spaces provided. The Government reserves the right to award, as the interest of the Government may require, on the basis of origin delivery at refinery, terminal, and/or bulk plant or on the basis of destination delivery.
- (b) When requirements are indicated as Alternate Delivery in the Schedule, evaluation will be made on the cost of delivery direct from offeror's refinery, terminal, or bulk plant and alternately on the cost of bulk water or pipeline liftings for refineries, transportation to the Government controlled terminals indicated, and transportation from the terminal to using activity. Awards will be made in whole or part on either basis, but not on both.
- (c) The DELIVERY AND CONTRACT PERIODS clause contains provisions applicable to offers for deliveries over the full contract period. Notwithstanding said provisions, offers that restrict delivery of supplies hereunder to any particular time or times during said period will be considered for award if advantageous to the Government.
 - (d) Discounts for prompt payments will not be considered in the evaluation of offers.

(DESC 52.207-9FC5)

M41 EVALUATION OF OFFERS - TRANSPORTATION RATES AND RELATED COSTS (DESC JUN 1999)(REV)

- (a) Transportation rates and related costs shall be used in the evaluation of f.o.b. origin bids and proposals. The best available transportation rates and related costs in effect on or to become effective prior to the expected date of initial shipment and on file or published at the date of the bid opening or initial proposal due date shall be used in the evaluation. However, when transportation rates and related costs that cover the traffic are filed or published after the bid opening or initial proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be so identified and shall be used in the evaluation.
- (b) For truck rates, a guaranteed traffic (GT) rate will be used in the evaluation. Where there is no GT rate, a state-to-state, a point-to-point tender rate, or an SRO rate, whichever is lower, will be used. Where there is no GT, state-to-state, point-to-point tender rate, or SRO rate file, a regional rate will be used. If none of the former rates exist for a given route, a quote will be obtained and used for evaluation. In the event that none of the former rates exist and a market survey for quotes results in no responses, a CONUS-wide tender rate will be used in evaluation.
- (c) If the offeror desires to guarantee a rate other than that covered in (a) and (b) above, such rate shall be considered in the evaluation of offers and shall become a part of any resultant contract.
- (d) When Government property is to be furnished and shipped by the Government under a contract to a point specified by the prospective supplier in its bid or proposal, transportation costs shall be a cost factor in the evaluation of bids or proposals.

(DESC 52.247-9F75)

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--
 - (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
 - (2) The exception/deviation is acceptable.
- (c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).
- (d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.
- (e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

M74 USE OF DESP BY COMMERCIAL SUPPLIER OFFERING PRODUCT UNDER DESC SOLICITATION (DESC AUG 1983)

DESC reserves the right to accept or reject offers that require movement of product through a Defense Energy Support Point to effect tanker loading. Rejection may be based on economics, detrimental logistical impact on the Government, or other good cause.

(DESC 52.211-9F35)